



DEPARTMENT OF GENERAL SERVICES

Isiah Leggett  
County Executive

David E. Dise  
Director

**SOLICITATION AMENDMENT #1**  
**RFP #1005284**

PAGE 1 of 1

August 19, 2011

FOR THE PROCUREMENT OF: **Traffic Engineering and Operations Consulting Services**

\*\*\*\*\*

ALL SOLICITATION AMENDMENTS MUST BE ACKNOWLEDGED BY THE OFFEROR PRIOR TO THE HOUR AND DATE SPECIFIED IN THE SOLICITATION FOR RECEIPT OF OFFERS.

**FAILURE TO ACKNOWLEDGE AN AMENDMENT MAY BE CAUSE TO REJECT OFFER.**

\*\*\*\*\*

DESCRIPTION OF AMENDMENT - THE FOLLOWING CHANGES ARE APPLICABLE TO THE SOLICITATION:

1. Replace Page 30 with Revised Page 30

2. Replace Page 31 with Revised Page 31

The due date is not changed.

There are no other changes.

THE SOLICITATION PROVISION ENTITLED "SOLICITATION AMENDMENT" IS APPLICABLE TO THIS AMENDMENT. THE CHANGES SET FORTH BELOW ARE HEREBY INCORPORATED INTO THE ABOVE-CITED SOLICITATION. THE DATE SPECIFIED FOR RECEIPT OF OFFERS IS NOT EXTENDED.

ISSUED BY:

  
David E. Dise, Director  
Department of General Services

NAME OF OFFEROR:

\_\_\_\_\_  
(Type or print)

NAME AND TITLE OF PERSON  
AUTHORIZED TO SIGN:

\_\_\_\_\_  
(Type or print)

OFFEROR'S SIGNATURE:  
(Buyer: EVH)

DATE : \_\_\_\_\_

Office of Procurement

255 Rockville Pike, Suite 180 • Rockville, Maryland 20850 • 240-777-9900 • 240-777-9956 TTY •

2407779952 FAX

www.montgomerycounty.gov



DEPARTMENT OF GENERAL SERVICES

Isiah Leggett  
County Executive

David E. Dise  
Director

August 29, 2011

**MONTGOMERY COUNTY GOVERNMENT  
SOLICITATION AMENDMENT #2**

**For  
RFP #1005284**

PAGE 1 OF 1 FOR THE PROCUREMENT OF:

**Traffic Engineering and Operations Consulting Services**

\*\*\*\*\*  
ALL SOLICITATION AMENDMENTS MUST BE ACKNOWLEDGED BY THE OFFEROR PRIOR  
TO THE HOUR AND DATE SPECIFIED IN THE SOLICITATION FOR RECEIPT OF OFFERS AS  
AMENDED. YOUR FAILURE TO ACKNOWLEDGE AN AMENDMENT MAY BE CAUSE TO  
REJECT THE PROPOSAL.  
\*\*\*\*\*

DESCRIPTION OF AMENDMENT:

**THE HOUR AND DATE SPECIFIED FOR  
RECEIPTS OF PROPOSALS ARE EXTENDED:**

**FROM**


*August 31, 2011 @ 3:00 P.M.*

**TO**

*September 9, 2011 @ 3:00 P.M.*

THE SOLICITATION PROVISION ENTITLED SOLICITATION AMENDMENTS IS  
APPLICABLE TO THIS AMENDMENT. THE CHANGES SET FORTH ABOVE ARE  
HEREBY INCORPORATED INTO THE ABOVE-CITED SOLICITATION. THE HOUR AND  
DATE SPECIFIED FOR RECEIPT OF PROPOSALS ARE EXTENDED.

ISSUED BY:

  
David E. Dise, CPPO, Director  
Department of General Services

NAME OF OFFEROR:

\_\_\_\_\_  
(Type or Print)

NAME AND TITLE OF PERSON  
AUTHORIZED TO SIGN OFFER:

\_\_\_\_\_  
(Type or Print)

OFFEROR'S SIGNATURE:

\_\_\_\_\_  
DATE:

5. Experience and qualifications of Offeror's firm related to comprehensive traffic engineering and management in developing traffic operations programs and projects (Project Manager and other key personnel). Preferences will be given for possession of Professional Traffic Operations Engineering (PTOE) licenses. A review of those person's previous work in traffic engineering as applicable to the various work activities and compatibility of the size of the firm with the magnitude of the work assignments contemplated. Experience and qualifications of individuals assigned to the Division of Traffic Engineering and Operations on an as needed basis to conduct various traffic engineering support services with a preference given for the possession of a PTOE. 20 points
6. Demonstrated knowledge of local conditions, criteria, and practices related specifically to traffic engineering work. Demonstrated traffic engineering experience in Maryland – emphasis in Montgomery and Prince George's Counties. 20 points
7. **Cost (Attachment I)** 10 points  
     Highest possible QSC score for written proposal evaluation: 130 points

### Weighted Scoring Sheet

Offeror									
Criteria	Raw Score	Group 1 Criteria Weight (%)	Weighted Score	Group 2 Category Weight	Weighted Score	Group 3 Category Weight	Weighted Score	Group 4 Category Weight	Weighted Score
1		35		10		10		10	
2		10		35		10		10	
3		10		10		35		10	
4		10		10		10		35	
5		15		15		15		15	
6		10		10		10		10	
7		10		10		10		10	
		100		100		100		100	



**SECTION F - SUBMISSIONS****1. PROPOSAL SUBMISSIONS**

FAILURE OF AN OFFEROR TO SUBMIT ALL REQUIRED PROPOSAL SUBMISSIONS MAY RENDER YOUR PROPOSAL UNACCEPTABLE AS DETERMINED BY THE DIRECTOR, DEPARTMENT OF GENERAL SERVICES.

**Offerors must submit one original and four (4) copies of its proposal**, in the format below. Written proposals will be evaluated on only what is submitted. The offeror must submit sufficient information to enable the QSC to evaluate the offeror's capabilities and experience. Proposals must include the following information (including labeled sections numbered as shown):

- a. A cover letter with a brief description of the firm, including the offeror's name, address, telephone number and fax number.
- b. The Acknowledgment (page 4) of this solicitation must be submitted and signed by a person authorized to bind the offeror to the proposal.
- c. At least three references that may be contacted to attest to the quality and timeliness of the offeror's work of similar nature and scope to the scope required by the County. (see Attachment A)
- d. **If this solicitation is subject to the Wage Requirements Law (see page 1), then the offeror must submit the appropriate Wage Requirements forms in Attachment G. Failure to submit and complete the required material information on the form(s) will make your proposal unacceptable under County law and will be rejected.**
- e. Metropolitan Washington Council of Governments Rider Clause - Attachment B
- f. Minority Business Program and Offeror's Representation - Attachment C
- g. Minority, Female, Disabled Persons Subcontractor Performance Plan (Attachment D). **To ensure a contract can move forward as a result of this solicitation, this plan needs to be submitted with your proposal.**
- h. Experience information as outlined in Section E.2.a.1 for Group 1; experience information as outlined in Section E.2.a.2 for Group 2; experience information as outlined in Section E.2.a.3 for Group 3; and, experience information as outlined in Section E.2.a.4 for Group 4.
- i. Experience and qualifications of the offeror's firm related to comprehensive traffic engineering and management in developing traffic operations programs and projects as outlined in Section E.2.a.5
- j. For all Groups - Demonstrated knowledge of local conditions, criteria, and practices related specifically to traffic engineering work. Demonstrated traffic engineering experience in Maryland with emphasis in Montgomery and Prince George's counties.
- k. **Fee Schedule (see Attachment I)**
- l. **Preference Sheet (see Attachment J)**

**2. AWARD SUBMISSIONS**

Prior to the execution of the contract, the following items must be submitted:

- a. Minority, Female, Disabled Person Subcontractor Performance Plan (contract value greater than \$50,000) – Attachment D
- b. Offeror's Certification of Cost and Price (contract value greater than \$100,000) – Attachment E
- c. Certificate of Insurance (see Mandatory Insurance Requirements) - Attachment F  
Awardee must provide the applicable insurance coverage and all costs for this coverage must be calculated into your proposal price. These insurance requirements supersede those found in the Provision #21 of the General Conditions between County and Contractor and are applicable to any contract executed as a result of this solicitation.
- d. If this solicitation is subject to the Wage Requirements Law (see page 1), then the offeror must submit a Certification of posting a Wage Requirements notice.

(Revised by Solicitation Amendment #1)

## **Notice to Offerors**

### **Request for Proposals #1005284 for Traffic Engineering and Operations Consulting Services**

This solicitation may be subject to the County's Wage Requirements law for service contracts. If this solicitation is subject to that law, then the appropriate space will be marked in the box denoting "This is a Services Contract", at the bottom of the next page (page 1). And, in this event, the "Wage Requirements for Services Contract Addendum" (Attachment "G") should be attached.

If this solicitation is subject to the Wage Requirements law (see above explanation), then the "Wage Requirements Certification" and, if applicable, the "501(c)(3) Nonprofit Organization's Employee's Wage and Health Insurance Form" (see Attachment "G"), must be completed and submitted with your proposal. If you fail to submit and complete the required material information on the form(s), your proposal may be unacceptable under County law and may be rejected.

As noted in Attachment "G" (Section A on Page G2, Wage Requirements Compliance), a contractor required to comply with the Wage Requirements Law must quarterly (January, April, July, and October for the prior quarter) submit certified payroll records for all employees, and any subcontractors, governed by the Wage Requirements Law, for each payroll period to the Office of Business Relations and Compliance, Attn: Wage Program Manager. These payroll records must include the following for each employee and any subcontractors: name; address; position/title; daily straight time hours worked; daily overtime hours worked; straight time hourly pay rate; overtime hourly pay rate; any deduction for health insurance; total gross wages paid for each period; and total net wages paid after any additions and deductions for each pay period.

Please note the information pertaining to the Wage Requirements law is on Attachment "G". Please note for services contracts, you can find the current mandatory wage rate, per hour, payable to employees under Section 11B-33A of the County Code, by going to the website ([www.montgomerycountymd.gov/OBRC](http://www.montgomerycountymd.gov/OBRC)), and clicking on "Living Wage" Requirement Law.



**REQUEST FOR PROPOSALS**  
**#1005284**  
**for**  
**Traffic Engineering and Operations Consulting Services**

July 21, 2011

Montgomery County, Maryland is soliciting proposals for the provision of the above-referenced goods/services as outlined in this document.

It is the County's intent to enter into contracts with four (4) qualified engineering consultants, one for each of the four (4) Groups as described in Section C to provide comprehensive engineering services and services for various county traffic engineering and operations activities and functions.

**One original and four (4) copies of your proposal** must be submitted in a sealed envelope/package no later than 3:00 P.M. on August 31, 2011 to the Department of General Services, Office of Procurement, Rockville Center, 255 Rockville Pike, Suite 180, Rockville, Maryland 20850-4166. The sealed proposal package must be clearly marked with the solicitation number, due date, and due time.

There will be an optional pre-submission conference at 10:00 A.M. on August 17, 2011 at the Traffic Engineering Conference Room, 4<sup>th</sup> Floor, Department of Transportation Division of Traffic Engineering and Operations, 100 Edison Park Drive, Gaithersburg, Maryland 20878.

The County will not accept fax proposals or proposals sent via e-mail. All faxed or e-mailed proposals will be returned.

Should you have any questions regarding the technical information or the scope of services contained in this solicitation, please contact David Moss at (240) 777-2190. Should you have any questions regarding procurement information (i.e., terms and conditions) contained in this solicitation, please contact Eric V. Harris at (240) 777-9922.

**(The Office of Procurement will check one of the boxes below to indicate whether this RFP is a services contract, a Construction Contract, or neither)**

<b>This is a Services Contract (see Section A, Services Contract):</b>	<b>X</b>
------------------------------------------------------------------------	----------

or

<b>This is a Construction Contract (See Attachment H):</b>	
------------------------------------------------------------	--

or

<b>This is not a Services Contract (disregard Section A, Services Contract) and is not a Construction Contract (disregard Attachment H):</b>	
----------------------------------------------------------------------------------------------------------------------------------------------	--

David E. Dise, Director  
Department of General Services

Revised 08/10

RFP# 1005284  
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Montgomery County, Maryland  
**ACKNOWLEDGMENT PAGE**

**ACKNOWLEDGMENT**

The offeror must include a signed acknowledgment that all the terms and conditions of the offer may, at the County's option, be made applicable in any contract issued as a result of this solicitation. Offers that do not include such an acknowledgment may be rejected. Executing and returning (with the offer) the acknowledgment shown below will satisfy this requirement.

The undersigned agrees that all the terms and conditions of this solicitation and offer may, at the County's option, be made applicable in any contract issued as a result of this solicitation.

Business Firm's Typed Name: \_\_\_\_\_

Printed Name and Title of  
 Person Authorized to Sign Proposal: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**NAME AND SIGNATURE REQUIREMENTS FOR PROPOSALS AND CONTRACTS**

The correct legal business name of the offeror must be used in all contracts. A trade name (i.e., a shortened or different name under which the firm does business) must not be used when the legal name is different.

Corporations must have names that comply with State Law. The offeror's signature must conform to the following:

All signatures must be made by an authorized officer, partner, manager, member, or employee. The signing of this offer or a contract is a representation by the person signing that the person signing is authorized to do so on behalf of the offeror or contractor.

By submitting a proposal under this Solicitation, the Offeror agrees that Montgomery County has within 120 days after the due date in order to accept the proposal.

**ACKNOWLEDGMENT OF SOLICITATION AMENDMENTS**

The Offeror acknowledges receipt of the following amendment(s) to the solicitation:

Amendment Number	Date

**SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES**

The following provisions are applicable to this solicitation:

**ACCEPTANCE TIME**

By submitting a proposal under this solicitation, the offeror agrees that Montgomery County has within 120 days after the due date in order to accept the proposal. Montgomery County reserves the right to reject, as unacceptable, any offer that specifies less than 120 days of acceptance time. Upon mutual agreement between the County and the offeror, the acceptance time for the offeror's proposal may be extended.

**ACKNOWLEDGMENT**

The offeror is to include the signed acknowledgment (Page 4) indicating agreement with all the terms and conditions of the solicitation.

**CONTRACT DOCUMENTS**

The following documents will be incorporated into the contract resulting from this solicitation:

1. General Conditions of Contract Between County & Contractor.
2. Minority Business Program & Offeror's Representation.
3. Minority-Owned Business Addendum to the General Conditions of Contract Between County & Contractor.
4. Minority, Female, Disabled Person Subcontractor Performance Plan.
5. Offeror's Certification of Cost & Price (for contracts above \$100,000)
6. Wage Requirements for Services Addendum and Wage Requirements Certification
7. All representations and certifications listed in this document.

**DETERMINATION OF RESPONSIBILITY**

The Offeror has the burden of demonstrating affirmatively its responsibility in connection with this solicitation. A debarred potential offeror must automatically be considered non-responsible in connection with this solicitation. The County reserves the right to consider an offeror non-responsible who has previously failed to perform properly or to complete, in a timely manner, contracts of a similar nature, or if investigation shows the offeror unable to perform the requirements of the contract.

An offeror may be requested at any time by the Director, Department of General Services or the Using Department to provide additional information, references and other documentation and information that relate to the determination of responsibility. Failure of an offeror to furnish requested information may constitute grounds for a finding of non-responsibility of the prospective offeror.

The Director may deny the award, renewal, or assignment of a contract to or for any offeror who is in default of payment of any money due the County.

The factors, which may be considered in connection with a determination of responsibility, include:

1. The ability, capacity, organization, facilities, and skill of the offeror to perform the contract or provide the goods or services required;
2. The ability of the offeror to perform the contract or provide the services within the time specified without delay, interruption or interference;
3. The integrity, reputation, and experience of the offeror, and its key personnel;
4. The quality of performance of previous contracts or services for the County or other entities. Past unsatisfactory performance, for any reason, is sufficient to justify a finding of non-responsibility;
5. The previous and existing compliance by the offeror with laws and ordinances relating to the contract or services;

## SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES (continued)

6. The sufficiency of financial resources of the offeror to perform the contract or provide the services;
7. The certification of an appropriate accounting system, if required by the contract type;
8. A bid bond and the offeror's evidence of ability to furnish a performance bond may be considered evidence of responsibility; and
9. Past debarment by the County or other entity.

### **JOINT PROCUREMENT**

The following entities within Montgomery County must be able to purchase directly from any contract resulting from this Solicitation:

Maryland-National Capital Park & Planning Commission (M-NCPPC)  
Montgomery College (MC)  
Montgomery County Public Schools (MCPS)  
Montgomery County Revenue Authority  
Montgomery County Housing Opportunities Commission (HOC)  
Washington Suburban Sanitary Commission (WSSC)  
Municipalities & Special Tax Districts in Montgomery County

While this solicitation is prepared on behalf of Montgomery County, it is intended to apply for the benefit of the above-named entities as though they were expressly named throughout the document. Each of these entities may purchase from the successful offeror under the same prices and services of the contract with Montgomery County, in accordance with each entity's respective laws and regulations, or an entity may choose not to procure from the successful offeror at the entity's sole discretion. If one of the above-named entities elects to purchase under the contract, the price shall be determined by using unit costs and other pertinent costs that are provided in the offer. Montgomery County shall not be held liable for any costs, payments, or damages incurred by the above jurisdictions.

### **LATE PROPOSALS**

Responses to this Solicitation received after the date and time specified in a solicitation are considered late and may not, under any circumstances, be considered for any award resulting from the solicitation.

### **MINORITY, FEMALE, DISABLED PERSON PROGRAM COMPLIANCE**

Under County law, this solicitation is subject to the Montgomery County Code and the Montgomery County Procurement Regulations regarding participation in the Minority-Female-Disabled Person (MFD) procurement program. Further information regarding the County's MFD program is contained within this solicitation (see the attachment entitled "Minority-Owned Business Addendum to the General Conditions of Contract Between County and Contractor" and its companion document entitled "Minority, Female, Disabled Person Subcontractor Performance Plan").

### **MONTGOMERY COUNTY CODE AND PROCUREMENT REGULATIONS**

The Montgomery County Code and the Montgomery County Procurement Regulations are applicable to this solicitation and any contract awarded pursuant to this solicitation.

### **OPTIONAL PRE-SUBMISSION CONFERENCE**

If a Pre-Submission Conference is held, it is optional, though highly recommended that prospective offerors attend this pre-submission conference. For information regarding the date, time, and place of the conference, please see page 1 of this solicitation.

**SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES (continued)****PAYMENT TERMS**

The County's payment terms are net thirty (30) days.

**PROPOSALS**

Sealed proposals are due in the Office of Procurement, 255 Rockville Pike, Suite 180, Rockville MD 20850-4166, for the purchase of supplies, material, equipment and/or services in accordance with the instructions, terms, conditions and specifications and/or scope of services set forth in this solicitation. Proposals must be returned in a sealed envelope, and clearly marked with the RFP number, due date, and time. Proposals received after the time specified will be returned unopened to the offeror. The County will not be responsible for proposals received after the due date, due to premature or late deliveries, postal/courier delays, or opening of a proposal if it is improperly addressed or identified.

**PROPOSAL WITHDRAWAL/MODIFICATION**

Proposals may be withdrawn or may be modified by the offeror upon receipt of a written request received before the time specified for due date and due time. Requests to withdraw or modify an offeror's proposal received after the solicitation due date and time will not be considered.

**PROPRIETARY & CONFIDENTIAL INFORMATION**

This is to notify prospective offerors that the County has unlimited data rights regarding proposals submitted in response to its solicitations. Unlimited data rights mean that Montgomery County has the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, or perform publicly and display publicly any information submitted by offerors in response to this or any solicitation issued by the County. However, information that is deemed to be confidential commercial or financial information as defined by the Maryland Information Act, State Government Article 10-617, will be exempted from disclosure if the submitter can show that release of such information would cause substantial competitive harm to the submitter's competitive position. It is the responsibility of the offeror to clearly identify each part of his/her offer that is confidential commercial or financial information by stamping the bottom right-hand corner of each pertinent page with one inch bold face letters stating the words "confidential" or "proprietary." The offeror agrees that any portion of the proposal that is not stamped as proprietary or confidential will be deemed not to be proprietary or confidential.

**PROTESTS**

All protests made pursuant to this solicitation must be in writing and delivered to the Director, Department of General Services: (a) within ten (10) days after the Director, Department of General Services, publicly posts the proposed award, if the offeror seeks as a remedy the award of the contract or costs under 11B-36(h) of the Montgomery County Code, or (b) before the submission date for proposals, if the offeror seeks as a remedy the cancellation or amendment of the solicitation. Each protest must contain a protest filing fee in the amount of \$500 (US currency); if the fee is paid by check, then the check must be made out to Montgomery County Government. The Director, Department of General Services, may return the filing fee to the protesting offeror, if the protest is sustained. The Director, Department of General Services, must dismiss any protest not timely received.

Only an offeror who is "aggrieved" may file a protest. Aggrieved means that the offeror who is filing the protest may be eligible for an award of the contract if the protest is sustained (e.g., a fourth ranked offeror is not aggrieved unless the grounds for a protest, if sustained, would disqualify the top three ranked offerors or would require that the solicitation be reissued).

**SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES (continued)**

Each protest must contain the following: identification of the solicitation; the name, address and telephone number of the protesting offeror; a statement supporting that the offeror is aggrieved; and specification of all grounds for the protest, including submission of detailed facts and all relevant documents, citation to relevant language in the solicitation, regulations, or law relied upon; and, all other matters which the offeror contends supports the protest. The burden of production of all relevant evidence, data and documents, and the burden of persuasion, to support the protest is on the offeror making the protest.

**PUBLIC POSTING**

It is the responsibility of the offerors to keep informed of the current status of any proposed awardee for contracts in which they are interested as per Section 3.2.2 of the Procurement Regulations.

Of particular importance is the fact that the notice of a decision to make an award will be accomplished by a public posting of the proposed awardee.

Information regarding the proposed awardee(s) under this solicitation or any solicitation issued by the Montgomery County Office of Procurement will be posted on Montgomery County's website at: [www.montgomerycountymd.gov/content/DGS/pro/public\\_awards.asp](http://www.montgomerycountymd.gov/content/DGS/pro/public_awards.asp).

**QUALIFICATION OF OFFERORS**

Offerors may be required to furnish satisfactory evidence that they are qualified and regularly engaged in performing the services for which they are submitting a proposal and maintain a regularly established place of business. An authorized representative of the County may visit any prospective contractor's plant, place of business or place where the services are performed to determine ability, capacity, reliability, financial stability and other factors necessary to perform the contract. If so requested, an offeror may be required to submit information about its reputation, past performance, business and financial capability and other factors that demonstrate that the offeror is capable of satisfying the County's needs and requirements for a specific contract.

**QUESTIONS**

All technical and nontechnical questions pertaining to this solicitation should be directed to the individuals whose names are indicated on Page 1.

**SERVICES CONTRACT (County Code 11B-33A)**

Under County law, a solicitation for a contractor to provide services is subject to the Montgomery County Code regarding compliance with certain wage requirements payable to the Contractor's employees. Additional information regarding the County's wage requirements is contained within this solicitation (see the provision entitled "Wage Requirements for Services Contracts Addendum to The General Conditions of Contract between County and Contractor" and its companion document entitled "Wage Requirements Certification"). If Contractor fails to submit and complete the required material information on the Wage Requirements Certification form, its proposal may be deemed unacceptable under County law and may be rejected.

**SOLICITATION AMENDMENTS**

In the event that an amendment to this solicitation is issued, all solicitation terms and conditions will remain in effect unless they are specifically changed by the amendment. Offerors are responsible for checking the website at [http://www.montgomerycountymd.gov/content/DGS/PRO/public\\_solicitations.asp](http://www.montgomerycountymd.gov/content/DGS/PRO/public_solicitations.asp) periodically to remain informed of any solicitation amendments. Offerors must acknowledge receipt of such solicitation amendments, to the place designated, and prior to the hour and date specified in the solicitation (or as amended) for receipt of offers. Offerors may acknowledge solicitation amendments by one of the following:

**SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES (continued)**

1. By returning one signed copy of the amendment either with the Offeror's response to the solicitation or by sending a signed copy of the amendment separately to the Office of Procurement.
2. By acknowledging receipt of the amendment on the Acknowledgment (see page 4) submitted.
3. By stating that the amendment is acknowledged in a signed letter that refers to the solicitation and amendment numbers.

**SOLICITATION PREPARATION EXPENSES**

All costs incurred in the preparation and submission of solicitations will be borne by the offeror and shall not be incurred in anticipation of receiving reimbursement from the County.

**VERBAL EXPLANATIONS**

Verbal explanations or instructions given by a Montgomery County employee to an offeror in regard to this solicitation will not be binding on the County. Any information given to an offeror in response to a request will be furnished to all offerors as an amendment to this solicitation, if such information is deemed necessary for the preparation of solicitations, or if the lack of such information would be detrimental to the uninformed offerors. Such amendments only, when issued by the Director, Department of General Services, will be considered as being binding on the County.

**END SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES**



**SECTION B - GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR****1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION**

The contractor certifies that all information the contractor has provided or will provide to the County is true and correct and can be relied upon by the County in awarding, modifying, making payments, or taking any other action with respect to this contract including resolving claims and disputes. Any false or misleading information is a ground for the County to terminate this contract for cause and to pursue any other appropriate remedy. The contractor certifies that the contractor's accounting system conforms with generally accepted accounting principles, is sufficient to comply with the contract's budgetary and financial obligations, and is sufficient to produce reliable financial information.

The County may examine the contractor's and any first-tier subcontractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arising under this contract. The contractor and any first-tier subcontractor must grant the County access to these records at all reasonable times during the contract term and for 3 years after final payment. If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records. The contractor must include the preceding language of this paragraph in all first-tier subcontracts.

**2. AMERICANS WITH DISABILITIES ACT**

The contractor agrees to comply with the nondiscrimination requirements of Titles II and III, and other provisions, of the Americans with Disabilities Act of 1990, Pub. Law 101-336, and ADA Amendments Act of 2008, Pub. Law 110-325, as amended, currently found at 42 U.S.C., § 12101, et seq.

**3. APPLICABLE LAWS**

This contract must be construed in accordance with the laws and regulations of Maryland and Montgomery County. The Montgomery County Procurement Regulations are incorporated by reference into, and made a part of, this contract. In the case of any inconsistency between this contract and the Procurement Regulations, the Procurement Regulations govern. The contractor must, without additional cost to the County, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. For purposes of litigation involving this contract, except for contract Disputes discussed in paragraph 8 below, exclusive venue and jurisdiction must be in the Circuit Court for Montgomery County, Maryland or in the District Court of Maryland for Montgomery County.

The prevailing wage law (County Code §11B-33C) applies to construction contracts. Specifically, under County law, a County financed construction contract is subject to the Montgomery County Code regarding compliance with the prevailing wage paid to construction workers, as established for the County by the Maryland State Commissioner of Labor and Industry. Additional information regarding the County's prevailing wage requirements is contained within this solicitation/contract (see the provision entitled "Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor").

Furthermore, certain non-profit and governmental entities may purchase supplies and services, similar in scope of work and compensation amounts provided for in a County contract, using their own contract and procurement laws and regulations, pursuant to the Maryland State Finance and Procurement Article, Section 13-101, et seq.

Contractor and all of its subcontractors must comply with the provisions of County Code §11B-35A and must not retaliate against a covered employee who discloses an illegal or improper action described in §11B-35A. Furthermore, an aggrieved covered employee under §11B-35A is a third-party beneficiary under this Contract, who may by civil action recover compensatory damages including interest and reasonable attorney's fees, against the contractor or one of its subcontractors for retaliation in violation of that Section. (Effective June 28, 2010).

Contractor and all of its subcontractors must provide the same benefits to an employee with a domestic partner as provided to an employee with a spouse, in accordance with County Code §11B-33D. An aggrieved employee, is a third-party beneficiary who may, by civil action, recover the cash equivalent of any benefit denied in violation of §11B-33D or other compensable damages. (Effective January 1, 2011).

**4. ASSIGNMENTS AND SUBCONTRACTS**

The contractor may not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Director, Department of General Services. Unless performance is separately and expressly waived in writing by the Director, Department of General Services, an assignment does not release the contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the contractor may not contract with any other party for furnishing any of the materials or services herein contracted for without the written approval of the Director, Department of General Services. Any subcontract for any work hereunder must comport with the terms of this Contract and County law, and must include any other terms and conditions that the County deems necessary to protect its interests.

**5. CHANGES**

The Director, Department of General Services, may unilaterally change the work, materials and services to be performed. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the contractor is entitled to receive. Contractor must bring to the Contract Administrator, in writing, any claim about an adjustment in time or money resulting from a change, within 30 days from the date the Director, Department of General Services, issued the change in work, or the claim is waived. Any failure to agree upon a time or money adjustment must be resolved under the "Disputes" clause of this contract. The contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

**6. CONTRACT ADMINISTRATION**

A. The contract administrator, subject to paragraph B below, is the Department representative designated by the Director, Department of General Services, in writing and is authorized to:

- (1) serve as liaison between the County and the contractor;
- (2) give direction to the contractor to ensure satisfactory and complete performance;
- (3) monitor and inspect the contractor's performance to ensure acceptable timeliness and quality;
- (4) serve as records custodian for this contract, including wage and prevailing wage requirements;
- (5) accept or reject the contractor's performance;
- (6) furnish timely written notice of the contractor's performance failures to the Director, Department of General Services, and to the County Attorney, as appropriate;
- (7) prepare required reports;
- (8) approve or reject invoices for payment;
- (9) recommend contract modifications or terminations to the Director, Department of General Services;
- (10) issue notices to proceed; and

(11) monitor and verify compliance with any MFD Performance Plan.

- B. The contract administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, interpret ambiguities in contract language, or waive the County's contractual rights.

#### 7. COST & PRICING DATA

Chapter 11B of the County Code and the Montgomery County Procurement Regulations require that cost & pricing data be obtained from proposed awardes/contractors in certain situations. The contractor guarantees that any cost & pricing data provided to the County will be accurate and complete. The contractor grants the Director, Department of General Services, access to all books, records, documents, and other supporting data in order to permit adequate evaluation of the contractor's proposed price(s). The contractor also agrees that the price to the County, including profit or fee, may, at the option of the County, be reduced to the extent that the price was based on inaccurate, incomplete, or noncurrent data supplied by the contractor.

#### 8. DISPUTES

Any dispute arising under this contract that is not disposed of by agreement must be decided under the Montgomery County Code and the Montgomery County Procurement Regulations. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. Subject to subsequent revocation or alteration by the Director, Department of General Services, the head of the County department, office or agency ("Department Head") of the contract administrator is the designee of the Director, Department of General Services, for the purpose of dispute resolution. The Department Head, or his/her designee, must forward to the Director, Department of General Services, a copy of any written resolution of a dispute. The Department Head may delegate this responsibility to another person (other than the contract administrator). A contractor must notify the contract administrator of a claim in writing, and must attempt to resolve a claim with the contract administrator prior to filing a dispute with the Director, Department of General Services or designee. The contractor waives any dispute or claim not made in writing and received by the Director, Department of General Services, within 30 days of the event giving rise to the dispute or claim, whether or not the contract administrator has responded to a written notice of claim or resolved the claim. The Director, Department of General Services, must dismiss a dispute that is not timely filed. A dispute must be in writing, for specific relief, and any requested relief must be fully supported by affidavit of all relevant calculations, including cost and pricing information, records, and other information. At the County's option, the contractor agrees to be made a party to any related dispute involving another contractor.

#### 9. DOCUMENTS, MATERIALS AND DATA

All documents materials or data developed as a result of this contract are the County's property. The County has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this contract. The County may use this information for its own purposes, including reporting to state and federal agencies. The contractor warrants that it has title to or right of use of all documents, materials or data used or developed in connection with this contract. The contractor must keep confidential all documents, materials, and data prepared or developed by the contractor or supplied by the County.

#### 10. DURATION OF OBLIGATION

The contractor agrees that all of contractor's obligations and warranties, including all requirements imposed by the Minority Owned Business Addendum to these General Conditions, if any, which directly or indirectly are intended by their nature or by implication to survive contractor performance, do survive the completion of performance, termination for default, termination for convenience, or termination by mutual consent of the contract.

#### 11. ENTIRE AGREEMENT

There are no promises, terms, conditions, or obligations other than those contained in this contract. This contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the County to enter into the contract.

#### 12. ETHICS REQUIREMENTS/POLITICAL CONTRIBUTIONS

The contractor must comply with the ethics provisions contained in Chapters 11B and 19A, Montgomery County Code, which include the following:

- (a) a prohibition against making or offering to make certain gifts. Section 11B-51(a).
- (b) a prohibition against kickbacks. Section 11B-51(b).
- (c) a prohibition against a person engaged in a procurement from employing or offering to employ a public employee. Section 11B-52 (a).
- (d) a prohibition against a contractor that is providing a recommendation to the County from assisting another party or seeking to obtain an economic benefit beyond payment under the contract. Section 11B-52 (b)
- (e) a restriction on the use of confidential information obtained in performing a contract. Section 11B-52 (c).
- (f) a prohibition against contingent fees. Section 11B-53.

Furthermore, the contractor specifically agrees to comply with Sections 11B-51, 11B-52, 11B-53, 19A-12, and/or 19A-13 of the Montgomery County Code.

In addition, the contractor must comply with the political contribution reporting requirements currently codified under Title 14 of the Election Law, Annotated Code of Maryland.

#### 13. GUARANTEE

- A. Contractor guarantees for one year from acceptance, or for a longer period that is otherwise expressly stated in the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for a minimum period of one year from acceptance, or for a longer period stated in the County's written solicitation. The contractor must correct any and all defects in material and/or workmanship that may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing, (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction.
- B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.
- C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods, services, or construction.
- D. The contractor guarantees that all work shall be accomplished in a workmanlike manner, and the contractor must observe and comply with all Federal, State, County and local laws, ordinances and regulations in providing the goods, and performing the services or construction.

- E. Goods and materials provided under this contract must be of first quality, latest model and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the Specifications.

#### 14. HAZARDOUS AND TOXIC SUBSTANCES

Manufacturers and distributors are required by federal "Hazard Communication" provisions (29 CFR 1910.1200), and the Maryland "Access to Information About Hazardous and Toxic Substances" Law, to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. The contractor must comply with these laws and must provide the County with copies of all relevant documents, including Material Safety Data Sheets, prior to performance of work or contemporaneous with delivery of goods.

#### 15. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) COMPLIANCE

In addition to the provisions stated above in Section 3, "Applicable Laws," contractor must comply with all requirements in the federal Health Insurance Portability and Accountability Act (HIPAA), to the extent that HIPAA is applicable to this contract. Furthermore, contractor must enter into the County's standard Business Associate Agreement or Qualified Service Organization Agreement when contractor or the County, as part of this contract, may use or disclose to one another, to the individual whose health information is at issue, or to a third-party, any protected health information that is obtained from, provided to, made available to, or created by, or for, the contractor or the County.

#### 16. IMMIGRATION REFORM AND CONTROL ACT

The contractor warrants that both the contractor and its subcontractors do not, and shall not, hire, recruit or refer for a fee, for employment under this contract or any subcontract, an alien while knowing the alien is an unauthorized alien, or any individual without complying with the requirements of the federal Immigration and Nationality laws, including any verification and record keeping requirements. The contractor further assures the County that, in accordance with those laws, it does not, and will not, discriminate against an individual with respect to hiring, recruitment, or referral for a fee, of an individual for employment or the discharge of an individual from employment, because of the individual's national origin or, in the case of a citizen or prospective citizen, because of the individual's citizenship status.

#### 17. INCONSISTENT PROVISIONS

Notwithstanding any provisions to the contrary in any contract terms or conditions supplied by the contractor, this General Conditions of Contract document supersedes the contractor's terms and conditions, in the event of any inconsistency.

#### 18. INDEMNIFICATION

The contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) that may be done or suffered by reason of the contractor's negligence or failure to perform any contractual obligations. The contractor must indemnify and save the County harmless from any loss, cost, damage and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to the contractor's negligence or failure to perform any of its contractual obligations. If requested by the County, the contractor must defend the County in any action or suit brought against the County arising out of the contractor's negligence, errors, acts or omissions under this contract. The negligence of any agent, subcontractor or employee of the contractor is deemed to be the negligence of the contractor. For the purposes of this paragraph, County includes its boards, agencies, agents, officials and employees.

#### 19. INDEPENDENT CONTRACTOR

The contractor is an independent contractor. The contractor and the contractor's employees or agents are not agents of the County.

#### 20. INSPECTIONS

The County has the right to monitor, inspect and evaluate or test all supplies, goods, services, or construction called for by the contract at all reasonable places (including the contractor's place of business) and times (including the period of preparation or manufacture).

#### 21. INSURANCE

Prior to contract execution by the County, the proposed awardee/contractor must obtain at its own cost and expense the insurance specified in the applicable table (See Tables A and B) or attachment to these General Conditions, with one or more insurance company(s) licensed or qualified to do business in the State of Maryland and acceptable to the County's Division of Risk Management. Contractor must keep this insurance in full force and effect during the term of this contract, including all extensions. Unless expressly provided otherwise, Table A is applicable to this contract. The insurance must be evidenced by one or more Certificate(s) of Insurance and, if requested by the County, the proposed awardee/contractor must provide a copy of any and all insurance policies to the County. At a minimum, the proposed awardee/contractor must submit to the Director, Department of General Services, one or more Certificate(s) of Insurance prior to award of this contract, and prior to any contract modification extending the term of the contract, as evidence of compliance with this provision. The contractor's insurance must be primary. Montgomery County, MD, including its officials, employees, agents, boards, and agencies, must be named as an additional insured on all liability policies. Thirty days written notice to the County of cancellation or material change in any of the policies is required, unless a longer period is required by applicable law. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. The Director, Department of General Services, may waive the requirements of this section, in whole or in part.

## RFP #1005284

TABLE A. - INSURANCE REQUIREMENTS  
(See Paragraph #21 Under the General Conditions of Contract  
Between County and Contractor)

CONTRACT DOLLAR VALUES (IN \$1,000's)

	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>Over 1,000</u>
Workers Compensation (for contractors with employees)				
Bodily Injury by Accident (each)	100	100	100	See Attachment
Disease (policy limits)	500	500	500	
Disease (each employee)	100	100	100	
Commercial General Liability minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors	300	500	1,000	See Attachment
Minimum Automobile Liability (including owned, hired and non- owned automobiles)				
Bodily Injury each person	100	250	500	See Attachment
each occurrence	300	500	1,000	
Property Damage each occurrence	300	300	300	
Professional Liability* for errors, omissions and negligent acts, per claim and aggregate, with one year discovery period and maximum deductible of \$25,000	250	500	1,000	See Attachment

Certificate Holder  
Montgomery County Maryland (Contract #)  
Office of Procurement  
Rockville Center  
255 Rockville Pike, Suite 180  
Rockville, Maryland 20850-4166

\*Professional services contracts only

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RFP #1005284

TABLE B. - INSURANCE REQUIREMENTS  
(See Paragraph #21 Under the General Conditions of Contract  
Between County and Contractor)

	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>Over 1,000</u>
Commercial General Liability minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, independent contractors, and product liability	300	500	1,000	See Attachment

Certificate Holder

Montgomery County Maryland (Contract #)  
Office of Procurement  
Rockville Center  
255 Rockville Pike, Suite 180  
Rockville, Maryland 20850-4166

**(Remainder of Page Intentionally Left Blank)**

**22. INTELLECTUAL PROPERTY APPROVAL AND INDEMNIFICATION - INFRINGEMENT**

If contractor will be preparing, displaying, publicly performing, reproducing, or otherwise using, in any manner or form, any information, document, or material that is subject to a copyright, trademark, patent, or other property or privacy right, then contractor must: obtain all necessary licenses, authorizations, and approvals related to its use; include the County in any approval, authorization, or license related to its use; and indemnify and hold harmless the County related to contractor's alleged infringing or otherwise improper or unauthorized use. Accordingly, the contractor must protect, indemnify, and hold harmless the County from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions, and attorneys' fees and the costs of the defense of the County, in any suit, including appeals, based upon or arising out of any allegation of infringement, violation, unauthorized use, or conversion of any patent, copyright, trademark or trade name, license, proprietary right, or other related property or privacy interest in connection with, or as a result of, this contract or the performance by the contractor of any of its activities or obligations under this contract.

**23. NON-CONVICTION OF BRIBERY**

The contractor hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under any federal, state, or local law.

**24. NON-DISCRIMINATION IN EMPLOYMENT**

The contractor agrees to comply with the non-discrimination in employment policies and/ or provisions prohibiting unlawful employment practices in County contracts as required by Section 11B-33 and Section 27-19 of the Montgomery County Code, as well as all other applicable state and federal laws and regulations regarding employment discrimination.

The contractor assures the County that, in accordance with applicable law, it does not, and agrees that it will not, discriminate in any manner on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, disability, or sexual orientation.

The contractor must bind its subcontractors to the provisions of this section.

**25. PAYMENTS**

No payment by the County may be made, or is due, under this contract, unless funds for the payment have been appropriated and encumbered by the County. Under no circumstances will the County pay the contractor for legal fees. The contractor must not proceed to perform any work (provide goods, services, or construction) prior to receiving written confirmation that the County has appropriated and encumbered funds for that work. If the contractor fails to obtain this verification from the Office of Procurement prior to performing work, the County has no obligation to pay the contractor for the work.

If this contract provides for an additional contract term for contractor performance beyond its initial term, continuation of contractor's performance under this contract beyond the initial term is contingent upon, and subject to, the appropriation of funds and encumbrance of those appropriated funds for payments under this contract. If funds are not appropriated and encumbered to support continued contractor performance in a subsequent fiscal period, contractor's performance must end without further notice from, or cost to, the County. The contractor acknowledges that the County Executive has no obligation to recommend, and the County Council has no obligation to appropriate, funds for this contract in subsequent fiscal years. Furthermore, the County has no obligation to encumber funds to this contract in subsequent fiscal years, even if appropriated funds may be available. Accordingly, for each subsequent contract term, the contractor must not undertake any performance under this contract until the contractor receives a purchase order or contract amendment from the County that authorizes the contractor to perform work for the next contract term.

**26. PERSONAL PROPERTY**

All furniture, office equipment, equipment, vehicles, and other similar types of personal property specified in the contract, and purchased with funds provided under the contract, become the property of the County upon the end of the contract term, or upon termination or expiration of this contract, unless expressly stated otherwise.

**27. TERMINATION FOR DEFAULT**

The Director, Department of General Services, may terminate the contract in whole or in part, and from time to time, whenever the Director, Department of General Services, determines that the contractor is:

- (a) defaulting in performance or is not complying with any provision of this contract;
- (b) failing to make satisfactory progress in the prosecution of the contract; or
- (c) endangering the performance of this contract.

The Director, Department of General Services, will provide the contractor with a written notice to cure the default. The termination for default is effective on the date specified in the County's written notice. However, if the County determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the County may terminate the contract immediately upon issuing oral or written notice to the contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the contractor must compensate the County for additional costs that foreseeably would be incurred by the County, whether the costs are actually incurred or not, to obtain substitute performance. A termination for default is a termination for convenience if the termination for default is later found to be without justification.

**28. TERMINATION FOR CONVENIENCE**

This contract may be terminated by the County, in whole or in part, upon written notice to the contractor, when the County determines this to be in its best interest. The termination for convenience is effective on the date specified in the County's written notice. Termination for convenience may entitle the contractor to payment for reasonable costs allocable to the contract for work or costs incurred by the contractor up to the date of termination. The contractor must not be paid compensation as a result of a termination for convenience that exceeds the amount encumbered to pay for work to be performed under the contract.

**29. TIME**

Time is of the essence.

**30. WORK UNDER THE CONTRACT**

Work may not commence under this contract until all conditions for commencement are met, including execution of the contract by both parties, compliance with insurance requirements, encumbrance of funds, and issuance of any required notice to proceed.

**31. WORKPLACE SAFETY**

The contractor must ensure adequate health and safety training and/or certification, and must comply with applicable federal, state and local Occupational Safety and Health laws and regulations.

**THIS FORM MUST NOT BE MODIFIED WITHOUT THE PRIOR APPROVAL OF THE OFFICE OF THE COUNTY ATTORNEY.**

PMMD-45. REVISED 04/01/10



## **SECTION C - SCOPE OF SERVICES**

### **1. BACKGROUND**

The Montgomery County Department of Transportation, Division of Traffic Engineering and Operations is seeking to enter into multiple contracts with experienced and qualified firms to provide a wide range of traffic engineering services on an as needed basis.

### **2. INTENT**

It is the intent of this Request for Proposals (RFP) for the County to contract with experienced and qualified traffic engineering consulting firms, to conduct on the basis of fixed hourly rates only, a variety of traffic engineering and operations consulting services to include any one service, or all services as listed in the Scope of Services section below, as assigned. Each offeror is therefore required to submit its proposal for each of the four groups outlined herein. Four contracts will be awarded, one for each of Groups 1 to 4 as described in Section C.3. However, assignments for services that are not specifically related to the examples listed in the scope, but are within the Traffic Engineering discipline, may be assigned to the contractor selected through a competitive selection as outlined herein.

### **3. SCOPE OF SERVICES**

The Contractor shall provide all services as directed in writing by the Contract Administrator or designee. The County makes no guarantee that any or all of the services will be utilized. Comprehensive services that the Contractor agrees to provide to the County, on an as needed basis, include, but are not limited to, the following:

#### **GROUP 1**

- Intelligent Transportation Systems Engineering
- Traffic Signal Timing and Optimization Analysis

#### **GROUP 2**

- Traffic Signal Design and Engineering
- Traffic Signal Phasing and Critical Lane Analysis

#### **GROUP 3**

- Guardrail Need Analysis
- Roadway Plans (Geometrics, Plan & Profile, Typical, Drainage)
- Street Lighting Layout Plan Review and Preparation
- Temporary Traffic Control Plan Review and Preparation
- Traffic Sign and Pavement Marking Plan Review and Preparation
- Intersection and Spot Improvements

#### **GROUP 4**

- Traffic Safety and Operational Studies
- Neighborhood Traffic Calming and Access Restriction Projects
- Road Safety Audits

Groups 1 to 4 also include the following services:

- Program/Project Management Services
- Computer Aided Drafting and Design
- GIS Support Services
- Public Meetings/Hearings
- Other Traffic Engineering Related Services

## **TASK ORDERS**

It is the intent of the County to issue specific Task Orders under this contract to the Contractor that was awarded the Group the Task Order falls under. Actual Task Orders with specifically defined scope of work are not available at this time, and will only be developed when needed. Some of the services which may be requested are listed below. There is no guarantee to any Contractor that it will be awarded any Task Order; any particular number of Task Orders; or any total dollar amount under the Contract. The Contractor will be requested to submit a proposal for each Task Order, either in writing, by email, or by facsimile. Prior to the issuance of a Task Order, the Department will send the scope of work; any special terms and conditions; a projected completion date, etc. to the Contractor to obtain a Proposal. The Contract Administrator, or designee, may meet with the Contractor to discuss, in detail, all criteria, procedures, requirements, etc., that are to be provided under the Scope of Work of the Task Order. The proposal is to include: 1) the estimated sum for the completed project, using the hourly rates of the labor categories listed in the Contract, and the number of hours of each of the labor categories; 2) a schedule of payment; 3) a timeline for completion of the Task, including any phases of work; 4) the methodology on how the Contractor will complete the Task; and, 5) the date and signature of the Contractor. The County will not pay any additional expenses to the Contractor, including costs for travel, lodging and meals. For Task Orders not associated with a specific group (Groups 1 to 4), the Department will contact each Contractor, either verbally or in writing, in order to determine the one that is the most advantageous for the Task Order. The selection may be based on several factors, including, but not limited to, the Contractor's overall workload; specific expertise; work on past similar tasks; coordination with other projects; and cost. The Department will score each Contractor using an internal scoring sheet. Issuance of the Task Orders will be contingent upon appropriations of funds by the Montgomery County Council and encumbrance of such funds, as provided by Montgomery County Code. The County reserves the right to negotiate with the Contractor, for any services, special terms and conditions, labor categories, or number of hours, listed in the Task Order Proposal consistent with the resulting contract. As the result of negotiations, the Contractor may be requested to submit a revised Task Order Proposal. All costs incurred in negotiating proposals for Task Orders (scope, estimated costs, etc.) shall be borne by the contractor and will not be reimbursed by the County. The Contractor must not commence service under any Task Order until a purchase order has been executed by the Office of Procurement and a Notice to Proceed has been issued by the Using Department for that Task Order.

In case there is a need to change the requirements of a specific Task Order, the modifications and changes to the Task Order shall not modify or change any part of the Contract. The Task Order amendment will only affect the Task Order and the amendment will be issued for that specific Task Order.

The County reserves the right to issue a separate solicitation for any project.

Any Task Order assigned before the effective termination date of the Contract, are to be honored with all the terms, conditions, scope of work, and costs of the Contract and Task Order in effect, until the Task Order is completed and accepted by the Contract Administrator, or designee. The hourly rates for each Task Order shall remain firm for the duration of the Task Order, until its completion, unless the completion date of the Task Order is extended through no fault of the Contractor, at which time, the Contractor may request that the hourly rates be adjusted to the current hourly rates listed in the Contract, for the remainder of the Task Order. Should this occur after the Contract expires, the Contractor may request a price adjustment in accordance with the Price Adjustments provision (Section D.2).

The following are descriptions and specific requirements of some of the typical task order assignments. This is not intended to be all-inclusive. Any work of a type considered to be in the area of professional expertise known as "traffic engineering" may be assigned by the County to the Contractor.

**GROUP 1****Intelligent Transportation Systems (ITS) Engineering**

This activity involves a broad range of support services in the area of intelligent transportation systems, including work associated with systems engineering, research, design, deployment, and specification development.

When needed by the County, the Contractor will be required to provide engineering services in support of the County's Advance Transportation Management System (ATMS). Tasks assigned in this area may be exclusive to the ATMS, or may require coordination with other related ITS activities in conjunction with local, regional and national efforts (e.g. CHART, Washington COG ITS Task Force, ITS America, RITIS and existing Contractors within the ATMS program, etc.). Services may be technical or policy related and will be defined on a task by task basis. The types of services may include but are not limited to the following subject areas:

- Preparation of plans, specifications, and estimates for work order assignments to construction contractors for the deployment of ITS field devices.
- Development of specifications and contract documents for the procurement of hardware and equipment.
- General staff support (Engineers and or/Technicians) for miscellaneous engineering related field and office assignments including construction inspection, program planning and support.
- Telecommunications engineering and technical support.
- General ITS related technical review and advice.

**Traffic Signal Timing and Optimization Analysis**

This work activity involves the traffic engineering expertise to under take investigations and to develop recommendations for proposed traffic signal optimization solutions. When work of this type is needed, the County will provide the Contractor with the available traffic count data, signal controller timesheets, signal phasing, lane use, sequence of operations, drawings, splits, offsets, and coordination plans and strategies employed for the areas to be studied.

The Contractor shall, using mutually acceptable techniques and criteria, perform traffic signal optimization studies to include the following:

- Perform field reconnaissance and observations of traffic flow and progression during specified periods.
- Perform “before” optimization – base conditions, travel time and delay runs and summarize and tabulate results (A minimum of five runs per direction on each arterial).
- Perform saturation flow studies at critical intersections, as well as, collect and reduce peak hour and spot turning movement counts.
- Verify that paper work is consistent with field observations.
- Confirm that the traffic patterns are consistent with observations from the County’s traffic cameras and aerial surveillance information and institutional knowledge from the Transportation Management Center (TMC).
- May be required to perform turning movement counts.
- Code a base Synchro model of the traffic signals included in the study area.

- Perform signal timing evaluation for existing cycle split and offsets, as well as, vehicle clearance times and pedestrian crossing times.
- Validate and calibrate the Synchro & Sim Traffic measures of effectiveness (travel time, delay and queues) based on existing traffic data and signal timings and create time-space diagrams.
- Perform “after” travel time and delay studies for the same time periods following the implementation of proposed timing plans (A minimum of five runs per direction on each arterial) and create time-space diagrams.
- Contractor may be asked to create networks in Synchro for multiple arterials.
- Coordinate meetings with MC-DOT to review initial findings, Synchro models, time-space diagrams and proposals.

The Contractor shall prepare neat and professional reports that clearly illustrate the results of its field work, study, analysis and proposals for the signal timing recommendations. The Contractor also shall submit all documentation, calculations, references to standards, etc., (electronically and printed formats) to show how the recommendations were developed. The Contractor will prepare a final technical report and finished Synchro model to reflect the optimized timings (spread sheets format provided by MCDOT to compare options), compiling field observations and findings, a synthesis of before and after travel run comparisons with a recommendation for possible solutions to identified problems to include signal timings, signal phasing and lane use, time-space diagrams, turning movement and spot counts and a summary of the benefits of the optimized proposals.

It will be MCDOT’s responsibility to review, accept and implement, as well as, fine-tune traffic signal timings in the field via the TMC. However, the Contractor will be required to observe and participate in this process under the guidance of the TMC.

## **GROUP 2**

### **Traffic Signal Design and Engineering**

This activity involves the design of projects for the installation, modification, and interconnection of traffic control signals. A signal design project may be on an existing County or State road or may be required in conjunction with a road construction project. This activity may also include inspection of signal construction projects being accomplished by other County contractors.

When needed by the County, the Contractor will be required to prepare engineering design plans for various types of signal projects. The County may or may not specify certain mandatory requirements for a particular signal design, such as required phasing, lane-use assignments, type of signal equipment to be used, etc. The Contractor may be required to develop recommendations for such aspects of the design (complete with calculations or narrative to support them) or may be required to translate the County's requirements on those features into a workable, safe, and efficient design.

The County will supply examples of signal designs to illustrate the extent of detail and types of information and dimensions that will be required on the Contractor's signal plans. The County also will supply available traffic count data and any roadway plans that may be available.

The Contractor shall make field studies, surveys, observations, and measurements as necessary and shall submit a 1" = 20' or 1" = 30' scale preliminary signal design plans for review and approval. The preliminary plan shall include:

- Existing intersection geometrics and any proposed changes thereto that may be planned or that are recommended by the Contractor for the purpose of improved signal operation.
- Proposed locations of signal poles, mast arms, span wires, signal heads, pedestrian push buttons, controller cabinets, underground conduits, splice boxes and pull boxes, vehicle loop detectors, and other signal equipment (for signal modifications, existing and proposed shall be shown).
- Locations of overhead utility wires and utility poles, as well as any existing or planned street light poles.
- Proposed source of electrical service.
- Right of way lines (as may be available from County and State records).
- Signal phasing diagram.
- Signal head schematic showing sizes and configurations of vehicular and pedestrian signal heads.
- Existing and proposed signal interconnection or telemetry cable to adjacent intersections.
- Proposed signing and pavement markings associated with the signal operation (overhead or ground-mounted lane-use control signs, centerlines and lane lines, left turn bays, "No Turn on Red" or other turn restriction signs, overhead street name signs, crosswalks, stop lines, etc.).

The County will review the submitted preliminary plan and will either approve it or require the Contractor to make changes. After required changes are made and approved, the Contractor shall submit final drawings. The drawings shall be submitted on original 24" x 36" reproducible Mylar sheets with standard County title block and signature blocks and on compatible computer disks in a standard MicroStation format to be determined by the County at the time of assignment.

When making an assignment of a signal design project, the County will identify whether it will be for installation by County forces or by a signal construction contractor. If the signal construction work is to be accomplished by County forces, no further work by the Contractor will be required (except to answer questions on the design as may arise during construction). If the construction work is to be accomplished by another County contractor, the Contractor will be required to prepare equipment lists, special provisions, wiring diagrams, estimate of quantities, and other materials as determined by the County to be necessary for advertisement for solicitations or for assigning the project to contractor already under contract with the County for signal construction work.

The standards that will apply to signal design work include, but are not limited to:

- The Maryland Manual on Uniform Traffic Control Devices (MdMUTCD) and Traffic Control Devices Handbook
- Maryland State Highway Administration (MSHA) directives
- Institute of Transportation Engineers (ITE) standards and specifications
- ITE Manual of Traffic Signal Design
- American Association of State Highway and Transportation Officials (AASHTO) standards
- Maryland High Voltage Line Act of 1973 or latest version thereof
- MSHA standards and specifications
- MSHA Traffic Signal Design Guidelines

The Contractor will be expected to meet with the County staff before undertaking any signal design work, to discuss in detail all applicable criteria, policies, procedures, requirements, drawing presentation formats, etc., that are specific to the County. It is incumbent on the Contractor to familiarize itself with

the County's criteria and requirements and to incorporate those principles into all signal design work undertaken for the County. The County will not be responsible for payment to the Contractor for the extra work the Contractor must do to revise designs due to failure to become familiar with specific County design practices.

### **Traffic Signal Phasing and Critical Lane Analysis**

This work activity involves the traffic engineering expertise to undertake investigations and to develop recommendations for proposed changes in the phasing, related lane use assignment at signalized intersections. This activity may also include the preparation of Critical Lane Analysis at signalized intersections. The Contractor shall use mutually acceptable techniques and criteria to determine the appropriate traffic signal phasing and lane use assignment or to perform Critical Lane Analysis. The Contractor shall prepare a neat and professional report outlining the purpose of the investigation, the process followed in conducting the investigation and the Contractor's findings and recommendations. The County also will supply available traffic count data that may be available.

## **GROUP 3**

### **Guardrail Need Analysis**

When needed by the County, the Contractor will be required to evaluate a specific location, a segment of roadway, or a list of several roadways to determine the need for guardrail.

The County will provide a copy of the County guidelines and criteria for guardrail installation. The Contractor shall investigate the location or locations in the field, take measurements and photographs, and obtain all necessary data. Further, the Contractor shall be responsible for obtaining accident history from the Police. The duration of the accident history to be collected shall be as specified by the County, usually 12 months.

The Contractor shall prepare a written report with a recommendation on whether or not guardrail is warranted, and if warranted, what limits, setback, type of guardrail, and end treatment are recommended, as well as a preliminary cost estimate for the installation. The report shall contain photos, descriptions, etc., and all data necessary to support the recommendations.

### **Roadway Plans (Geometrics, Plan & Profile, Typical, Drainage)**

This activity involves preparation of detailed design plans for roadway geometry improvements. The roadway improvement plans may include the general categories of, but are not limited to, pedestrian accessibility improvements, roadway intersection improvements, and/or roadway spot improvements. If requested by the County, a thorough analysis and detailed presentation of impacts shall be provided. Plan sheets will include geometrics details, Plan & Profile, typical sections, cross sections, and drainage design. All designs must be in conformance with applicable design standards. The drawing shall be complete with dimensions, stations, offsets, and shall properly label the drainage structure type, size, elevations, and show all inlet and outlet culverts. Any open-drain system necessary to drain the project shall be based on proper hydrology/hydraulics analysis.

An engineer's estimate of cost and quantities with material specifications shall be provided at preliminary design and, if instructed, final design. The Contractor will conduct field surveys, take measurements, and identify all existing utilities to ensure there are no utility conflicts and/or constructability issues. The Contractor will produce 24" x 26" reproducible mylars of the plans, prepared using MicroStation, and using 1" = 20', or 1" = 30'.



### **Street Lighting Layout Plan Review and Preparation**

This activity involves the review or preparation of streetlight layout plans for installation by County contractors and or developers. When specifically required by the County, the Contractor will review or prepare streetlight layout plans. If available, the County will provide the project specific roadway geometry plans. The Contractor may be required to provide roadway geometry features and details for the preparation of streetlight layout plans. The Contractor shall prepare scale drawings suitable for field use by installation crews. The drawings shall be submitted on original 24" x 36" reproducible Mylar sheets (or other size as agreed upon) with standard County title block and signature blocks and on compatible computer disks in a standard MicroStation format to be determined by the County at the time of assignment. The drawing shall be complete with dimensions, stations, offsets, and shall indicate the type, wattage, locations, etc. of all fixtures, poles, junction boxes, conduits, cabling, etc. required to construct the project. The symbols and conventions used on the drawings shall be as specified by the County.

The Contractor shall abide by the requirements of the National Electric Safety Code, IESNA RP8, the County's policies and standards governing street lighting, directives, and specifications and other criteria as may be communicated by the County. The Contractor's plans for lighting shall include proposed pole numbering for inclusion in the County's GIS based streetlight inventory.

### **Temporary Traffic Control Plan Review and Preparation**

If needed by the County, the Contractor will be required to review for conformance or will be required to develop detailed "Temporary Traffic Control Plans" (TTCP) for the safe and efficient maintenance of pedestrian and vehicular traffic during construction of various County roadway construction projects.

The County will make available plans and details on the scope, extent, and geometrics of the road project. The Contractor shall gather all necessary information and will be required to maintain close liaison and communication with the County traffic engineering and design staff, County highway construction staff, and other contractors who may be employed by the County to design and/or coordinate the construction of the roadway project.

The Contractor shall, in consultation with the above persons, review or develop a detailed sequence of construction and staging plan for the construction of the roadway project. For each stage, the drawings shall be submitted on original 24" x 36" reproducible Mylar sheets with standard County title block and signature blocks and on compatible electronic media in a standard MicroStation format to be determined by the County at the time of assignment. Each stage shall show the recommended construction signing (warning, regulatory, guide, detour, etc.), pavement markings, barricades and other channelizing devices, etc. The drawing for each stage of construction shall show the existing roadway and the roadway areas under construction during that particular stage of construction. The drawing shall clearly indicate for each stage the placement of all necessary signs, markings, traffic control devices, attenuation devices, flag persons etc., using symbols, with minimal reliance upon narrative. A mark-over of reproducible roadway construction plan sheets shall not be acceptable. The scale used shall be as specified by the County.

The Contractor also shall prepare temporary traffic control specifications ("Special Provisions") for inclusion in the project solicitation documents. The document shall include allowable work times, conditions for use of barriers, notification of emergency services, Transit, Schools, utilities, etc.

The TTCP shall reflect state-of-the-art principles and practices of work zone traffic control as contained in the MdMUTCD, Traffic Control Devices Handbook, standard County practices and policies as well as Maryland State Highway Administration standards and specifications. Specific dimensions for taper lengths and positions of traffic control devices shall be provided. Detailed design and fabrication dimensions for non-MdMUTCD signs shall be part of the plans. References to generalized tables, formulas, and/or typical details generally will not be acceptable. The County requires the Contractor to obtain the County's approval of the sequence of construction prior to preparation of TTCP.

Assignments will be made with specific "due dates" for sequence of construction plan submission/approval and TTCP submission/approval. In the event of the Contractor's failure to complete assignments by the assigned due dates, unless the "due date" is extended by the County for good cause, the County reserves the right to assess liquidated damages at the rate of \$100 per day for each day of delay beyond the established due date.

### **Traffic Sign and Pavement Marking Plan Review and Preparation**

This activity involves the review or the preparation of traffic signing and pavement marking plans for the installation by County contractors and/or County forces. Traffic signing and pavement marking plans are needed for safe and efficient traffic operation on newly-constructed roadways/bikeways and for existing roadways/bikeways. This activity may include large expressway-type signing which involve special foundations and supports.

When specifically required by the County, the Contractor will review or prepare recommended signing and marking plans. If available, the County will provide the project specific roadway geometry plans. The Contractor may be required to provide roadway geometry features and details for the preparation of signing and pavement marking plans. The Contractor shall prepare scale drawings suitable for field use by signing and marking installation crews. The drawings shall be submitted on original 24" x 36" reproducible sheets (or other size as agreed upon) with standard County title block and signature blocks, and digitally in a standard MicroStation format to be determined by the County at the time of assignment. The drawing shall be complete with dimensions, and shall indicate the nature, type, locations, etc. of the signing and pavement markings that will be needed. The symbols and conventions used on the drawings shall be as specified by the County.

The Contractor shall abide by the requirements of the MdMUTCD, the County's policies and standards governing signing and pavement markings, Maryland State Highway Administration standards, directives, and specifications and other criteria as may be communicated by the County. The Contractor's plans for signing shall include all recommended street name signing, warning signing, regulatory signing, etc. All guide signs shall be designed and fabrication details shall be included with the signing plans. The Contractor's pavement marking plans shall include any recommended crosswalks, stop lines, lane lines, centerlines, arrows, channelizing markings, etc., with complete dimensioning.

If the signing and marking plans are included in a County CIP project or given to a County contractor to fabricate and install, the Contractor may be required to review and approve shop drawings and sources of supplies for the work to be performed.

As needed by the County, the Contractor also may be required to serve as "inspector" by assisting field crews in "spotting" sign locations, and/or laying out pavement marking locations in the field. The Contractor also may be required to prepare "as-built" scale drawings of actual traffic control device locations and dimensions.

### **Intersection and Spot Improvements**

This work activity requires traffic engineering expertise to develop a conceptual plan for the geometric and operational features of intersections that can later be used to develop construction plans.

Montgomery County will provide the design year traffic data for all intersection movements. Using the applicable design standards and criteria, the Contractor shall design the appropriate typical section, taper, storage bay, and radii for each leg of the intersection to achieve a desired "level of service" as stated by the County. The conceptual plan shall take into consideration physical constraints such as right-of-way and driveways as well as planned future roadways projects and development in the vicinity. The conceptual plan may also include a rough estimate of the construction costs for planning purposes.

The Contractor shall prepare a clear and complete drawing that illustrates the conceptual design. The Contractor shall also submit all documentation, calculations, standards, and references for the County's review and input.

If the County determines that changes or corrections are necessary in the concept plan, the Contractor shall be required to make the changes in the concept plan as directed by the County and return it to the County within one week, unless otherwise directed by the County.

If the necessary changes are due to errors, omission, or other failures in the Contractor's work, as determined by the County, the changes shall be made at no extra cost to the County.

## **GROUP 4**

### **Traffic Safety and Operational Studies**

The Contractor will be required to conduct various general traffic studies to address operational and safety concerns identified along County roadways. When directed by the County the Contractor will be required to provide personnel, equipment and vehicles to collect appropriate traffic volume and speed data, measure vehicular delays, and prepare condition diagrams for intersections and roadway segments that include existing traffic control devices, geometric conditions, sight distances, etc. The Contractor will then use the data to perform traffic engineering analyses such as but not limited to the following: determine appropriate traffic control for an intersection such as signalization or multi-way stop; determine the appropriate speed limit for a roadway segment; evaluate if a marked crosswalk should be installed; determine necessary warning, regulatory or guide signs; or determine appropriate parking restrictions.

### **Neighborhood Traffic Calming and Access Restriction Projects**

After the County has determined that a neighborhood street segment is in need of a study, and when directed by the County, the Contractor will be required to provide personnel, equipment and vehicles to perform speed studies data collection, manual turning movement counts and/or mechanical directional or bi-directional traffic counts at intersections and other locations as designated by the County. Data collection periods and format of the data tabulation reports will be specified by the County.

After Montgomery County has confirmed that a condition of excessive speed exists on a neighborhood street segment, a study will be required to determine a method of better controlling speed on that street segment. When assigned to the Contractor, this activity will require the Contractor to study the street segment (including all intersections within the segment) and recommend measures including physical modifications that may be implemented within the segment (including intersections) that will safely

contribute to the reduction of speeds. Montgomery County will provide typical design guidelines for some physical measures previously used (e.g. circles, chokers, etc.); however, the Contractor will be allowed to innovate and apply its expertise in improving upon the County "guides" so as to be site specific in application. Upon selection of an option(s) by the County for implementation, the Contractor will be required to:

- Prepare scale drawing(s) suitable for use by the County's existing contractor for construction.
- Identify any utility adjustments that are needed for completion of the recommended construction.
- Prepare an itemized cost estimate for construction, using unit costs from the County's contract for construction.
- Identify any easements or right of ways needed for construction.
- Prepare traffic control plan for use during construction in accordance with requirements for TCP's.

This type of assignment may include residential access restriction studies to reduce or eliminate cut-through traffic. Once the proper application has been received from a local citizens association, the Contractor will follow the steps outlined in Executive Regulation 17-94 AM, "Through Traffic Volume Access Restrictions in Residential Areas." This includes analyzing the impact of proposed restrictions on surrounding residential communities and highways and preparing discussion papers on the recommendations. The Contractor will be required to:

- Assess area described in application and determine appropriate boundaries for the initial proposed traffic volume management area.
- Conduct traffic counts and license tag surveys in order to then determine eligibility of one or more streets in the residential area targeted for volume restrictions based on satisfying established criteria for street classification, measured traffic volumes, and estimated non-local traffic.
- If the affected street(s) meet the eligibility criteria, Contractor will develop a preliminary Through Traffic Volume Management Plan, working with other County Departments and the applicant. Contractor will conduct open meetings and informal working groups with the affected public to seek feedback.
- Contractor will prepare a Community Discussion Paper that outlines all of the findings and recommendations.
- The County Executive must hold an evening public hearing to present the proposed plan and receive public testimony. The Contractor will attend this public hearing and present the Community Discussion Paper in accordance with the guidelines in Executive Regulation 17-94 AM.
- Within 3-12 months after the test installation, Contractor will evaluate the plan's performance using criteria set by DOT.

### **Road Safety Audits**

The Contractor will act as the technical leader for the performance of Road Safety Audits (RSAs), including RSAs with pedestrian and bicycle safety as a specific area of focus. The Contractor will incorporate the appropriate technical standards and national "best practices" in developing the methodology for the RSAs. As the technical leader, the Contractor will be required to compile necessary data and materials for the RSA, which will support the efforts of the audit team. The Contractor will work with county staff to develop the RSA team and select participants. The Contractor

will “guide” the RSA process, determining the scope of the RSA based on a review of the data and any specific characteristics of the study area.

For all RSA work performed, the Contractor will be responsible for all documentation, including meeting notes, stakeholder input, and most notably RSA documentation. The Contractor will be required to prepare documentation that reflects the preferred format of the appropriate stakeholder agencies. The Contractor will produce documents with an appropriate level of detail that represents the comprehensive summary of the RSA.

The Contractor will prepare materials for all required meetings and presentations including meeting agendas, presentations, and displays. The Contractor will also be responsible for the documentation of meeting and any participant comments, and the distribution of this documentation.

The Contractor may be required to measure the effectiveness of proposed recommendations over a specified time-period. This methodology should be a clear, concise strategy that can be standardized for the various areas of the county (i.e., CBDs), the changing focuses of the RSA (i.e., vehicles vs. pedestrians), and the extent of the study area (intersection vs. corridor).

## **OTHER SKILLS, KNOWLEDGE AND EXPERIENCE INHERENT IN EACH GROUP 1 THROUGH 4 THAT MAY BE REQUIRED INCLUDE, BUT IS NOT LIMITED TO:**

### **Program/Project Management Services**

Management Services shall include the management of development, implementation, testing, and effectiveness of traffic engineering programs and projects. Program/Project Management Services may also include, the preparation of comprehensive reports relative to the functionality of systems and may include provisions for recommendations relative to acceptance.

### **Computer Aided Drafting and Design**

This activity involves furnishing drawings produced in any of the work activities included in this RFP or other drawing services not otherwise included in the “scope of services.” These drawings are to be furnished on compatible computer disks in a standard MicroStation or Arcview format to be determined by the County at the time of assignment. This work activity includes no engineering services and only will include the services of trained CADD drafters.

The types of items to be drafted include but are not limited to:

- Charts and graphs
- Maps
- Specification drawings
- Pre-engineered plans or base topography for signalization, signing, marking, etc.
- Develop GIS maps using the Arcview platform

The County will provide pre-engineered sketches, measurements, designs, etc. to the Contractor. The format, scale of the drawing and all other necessary information will be supplied by the County at the time of assignment of this work activity. Unless otherwise mutually agreed between the County and the Contractor for extensive projects, each CADD drafting assignment shall be completed as soon as possible but no later than one week after assignment.

The computer file drawings shall contain layers. The number of layers and the contents of each layer will be determined by the County.

### **GIS Support Services**

These activities involve providing GIS support services to the County. This may include development, population, and maintenance of layers of various DOT infrastructure and data as well as the creation of applications to organize and utilize this data.

### **Public Meetings/Hearings**

This activity involves facilitating, representing, and/or supporting the County at public meetings/hearings, as requested by the County, including the preparation of presentations and display materials.

### **Other Traffic Engineering Related Services**

These activities involve the full range of Traffic Engineering related services as discussed above and as familiar with current Traffic Engineering practices.

## **4. CONTRACTOR'S RESPONSIBILITIES**

The Contractor shall be responsible for the preparation of work/cost proposals, execution task assigned, monitoring of monies allocated per task assigned (purchase order), and the delivery of quality products that demonstrate sound traffic engineering judgment based on current traffic engineering practices, principles, and guidelines. Any work beyond the funds allocated/authorized by the purchase order issued for specific tasks by the County will be the Contractor's responsibility.

## **5. COUNTY'S RESPONSIBILITIES**

The County shall be responsible for the assignment of specific Traffic Engineering tasks, the requisition of funds for individual tasks assigned (purchase order), providing general guidance, and timely payment of invoices based on traffic engineering services assigned and completed.

## **6. REPORTS**

The Contractor's Firm shall be responsible for the timely reporting, monthly or more frequently as requested by the County, of task assignment status and current purchase order expenditure.

## **SECTION D - PERFORMANCE PERIOD**

### **1. TERM**

The effective date of this Contract begins upon signature by the Director, Department of General Services. The period in which the County must order all work under the Contract begins on the contract's effective date and ends after a two (2) year period. The Contractor must also perform all work in accordance with time periods stated in the Scope of Services and individual Task Orders. Before this term for performance ends, the Director at his/her sole option may (but is not required to) renew the term. Contractor's satisfactory performance does not guarantee a renewal of the term. The Director may exercise this option to renew this term three (3) times for one year each.



## 2. PRICE ADJUSTMENTS

**Prices quoted are firm for a period of two years after execution of the contract.** Any request for a price adjustment, after this two-year period is subject to the following:

- Approval or rejection by the Director, Department of General Services or designee
- Submitted in writing to the Director, Department of General Services and accompanied by supporting documentation justifying the Contractor's request. A request for any price adjustment may not be approved unless the contractor submits to the county sufficient justification to support that the Contractor's request is based on its net increase in costs in delivering the goods/services under the contract.
- Submitted sixty (60) days prior to contract expiration date, if the contract is being amended.
- May not be approved which exceeds the amount of the annual percentage change of the Consumer Price Index (CPI) for the twelve-month period immediately prior to the date of the request. The request shall be based upon the CPI for all urban consumers issued for the Washington-Baltimore, DC-MD-VA-WV Metropolitan area by the United States Department of Labor, Bureau of Labor Statistics for ALL ITEMS.
- The County will approve only one price adjustment for each contract term, if a price adjustment is approved.
- Should be effective sixty (60) days from the date of receipt of the contractor's request.
- Executed by written contract amendment.

## SECTION E - METHOD OF AWARD/EVALUATION CRITERIA

Four contracts will be awarded, one for each of Groups 1 to 4 as described in Section C.3. Activities associated with Group 5, Section C.3 are inherent in each contract. **However, an offeror shall not be awarded more than one contract. All offerors must rank their preference of which group they wish to be awarded on the Preference Sheet (Attachment J).**

## 1. PROCEDURES

- a. Upon receipt of proposals, the Qualification and Selection Committee (QSC) will review and evaluate all proposals in accordance with the Evaluation Criteria listed below under Section E.2.a.
- b. Interviews will not be conducted.
- c. Using the Weighted Scoring Sheet, the QSC will make its award recommendation of the highest ranked Offeror for each Group (Group 1 to 4), based on the QSC's written score and its responsibility determination.
- d. In the event that an Offeror is the highest ranked offeror for more than one Group, the County will award the contracts based on the Offeror's ranking preference and the next highest ranked Offeror will be awarded the remaining contract that is not selected by the highest ranked offeror unless it is the highest ranked offeror for another Group.
- e. The Using Department Head will review and forward the QSC recommendations with concurrence, objection, or amendment to the Director, Department of General Services.
- f. The Director, Department of General Services, may approve, approve with conditions, or reject the Using Department Head's recommendations.
- g. Upon approval of the recommended awards to the proposed awardees, by the Director, Department of General Services, the County will enter into negotiations with the proposed awardees. If a contract cannot be successfully negotiated with the proposed awardee, the Using Department will proceed to negotiations with the next highest ranked Offeror after obtaining approval from the Director. If the Director approves, negotiations may be held simultaneously or successively with one or more Offerors prior to making an award.
- h. After the successful conclusion of negotiations, the Director will publicly post the names of the proposed awardees.

- i. The County reserves the right to cancel the solicitation. The solicitation cancellation will be publicly posted.

## 2. EVALUATION CRITERIA

## POINTS

### a. Written Proposal Evaluation Criteria

The QSC will evaluate the written proposals based on the following criteria.

1. Previous experience in the types of activities listed in Group 1 of the scope of services to include: Demonstrated experience in ITS related traffic engineering and telecommunications engineering work assignments, specifically the preparation of plans, specifications, estimates for work order assignments to construction and contractors for the deployment of field devices. Provide general staff support (Engineers and or/Technicians) for miscellaneous engineering related field and office assignments including construction inspection, program planning, support and specification and contract documents for hardware and equipment. Demonstrated experience in traffic signal timing and optimization analysis tasks to include performing field observations, conduct "before" & "after" delay studies, develop and calibrate Synchro Models & Sim Traffic, create time-space-diagrams, saturation flow analysis, turning movement counts and evaluation for existing cycle split and offsets, as well as, vehicle clearance times and pedestrian crossing times diagrams and proposals. 20 points
2. Previous experience in the types of activities listed in Group 2 of the scope of services to include: Experience in reviewing and designing traffic signal plans and developing specifications for signal installations/modifications and signal systems, signal phasing studies, and in inspecting traffic signal construction work. 20 points
3. Previous experience in the types of activities listed in Group 3 of the scope of services to include: 20 points
  - Roadway Geometric Design and geometry improvement plan review/preparation
  - Roadway Plans, Details, Provisions, and Cost Estimate Preparation
  - Roadway and Pedestrian Lighting evaluations and design
  - Traffic Safety Assessment and Improvement Concept Development
  - Temporary Traffic Control Plans (TCP) & Sequence of Construction
  - Temporary and permanent Signing and Pavement Marking plans
  - Guardrail and End Treatments Evaluation and Design
  - Inspecting, monitoring, and implementing plans in the field
  - GIS map development and Microstation drawings
4. Previous experience in the types of activities listed in Group 4 of the scope of services to include: 20 points
  - General traffic engineering safety and operational studies (intersection controls, traffic signal warrant analysis, sight distance evaluations, parking restrictions, etc).
  - Development and implementation of neighborhood traffic calming studies and applications, including concept plan preparation for various traffic calming features.
  - Development and implementation of neighborhood access restriction plans, including preparation of community discussion papers.
  - Conducting Roadway Safety Audits, including any specific experience focused on pedestrian safety and equipment.

5. Experience and qualifications of Offeror's firm related to comprehensive traffic engineering and management in developing traffic operations programs and projects (Project Manager and other key personnel). Preferences will be given for possession of Professional Traffic Operations Engineering (PTOE) licenses. A review of those person's previous work in traffic engineering as applicable to the various work activities and compatibility of the size of the firm with the magnitude of the work assignments contemplated. Experience and qualifications of individuals assigned to the Division of Traffic Engineering and Operations on an as needed basis to conduct various traffic engineering support services with a preference given for the possession of a PTOE. 20 points
6. Demonstrated knowledge of local conditions, criteria, and practices related specifically to traffic engineering work. Demonstrated traffic engineering experience in Maryland – emphasis in Montgomery and Prince George's Counties. 20 points
7. Cost (Attachment H) 10 points  
Highest possible QSC score for written proposal evaluation: 130 points

### Weighted Scoring Sheet

Offeror									
Criteria	Raw Score	<b>Group 1</b>		<b>Group 2</b>		<b>Group 3</b>		<b>Group 4</b>	
		Criteria Weight (%)	Weighted Score	Category Weight	Weighted Score	Category Weight	Weighted Score	Category Weight	Weighted Score
1		35		10		10		10	
2		10		35		10		10	
3		10		10		35		10	
4		10		10		10		35	
5		15		15		15		15	
6		10		10		10		10	
7		10		10		10		10	
		100		100		100		100	

## SECTION F - SUBMISSIONS

### 1. PROPOSAL SUBMISSIONS

FAILURE OF AN OFFEROR TO SUBMIT ALL REQUIRED PROPOSAL SUBMISSIONS MAY RENDER YOUR PROPOSAL UNACCEPTABLE AS DETERMINED BY THE DIRECTOR, DEPARTMENT OF GENERAL SERVICES.

**Offerors must submit one original and four (4) copies of its proposal**, in the format below. Written proposals will be evaluated on only what is submitted. The offeror must submit sufficient information to enable the QSC to evaluate the offeror's capabilities and experience. Proposals must include the following information (including labeled sections numbered as shown):

- a. A cover letter with a brief description of the firm, including the offeror's name, address, telephone number and fax number.
- b. The Acknowledgment (page 4) of this solicitation must be submitted and signed by a person authorized to bind the offeror to the proposal.
- c. At least three references that may be contacted to attest to the quality and timeliness of the offeror's work of similar nature and scope to the scope required by the County. (see Attachment A)
- d. **If this solicitation is subject to the Wage Requirements Law (see page 1), then the offeror must submit the appropriate Wage Requirements forms in Attachment G. Failure to submit and complete the required material information on the form(s) will make your proposal unacceptable under County law and will be rejected.**
- e. Metropolitan Washington Council of Governments Rider Clause - Attachment B
- f. Minority Business Program and Offeror's Representation - Attachment C
- g. Minority, Female, Disabled Persons Subcontractor Performance Plan (Attachment D). **To ensure a contract can move forward as a result of this solicitation, this plan needs to be submitted with your proposal.**
- h. Experience information as outlined in Section E.2.a.1 for Group 1; experience information as outlined in Section E.2.a.2 for Group 2; experience information as outlined in Section E.2.a.3 for Group 3; and, experience information as outlined in Section E.2.a.4 for Group 4.
- i. Experience and qualifications of the offeror's firm related to comprehensive traffic engineering and management in developing traffic operations programs and projects as outlined in Section E.2.a.5
- j. For all Groups - Demonstrated knowledge of local conditions, criteria, and practices related specifically to traffic engineering work. Demonstrated traffic engineering experience in Maryland with emphasis in Montgomery and Prince George's counties.
- k. Fee Schedule (see Attachment H)

### 2. AWARD SUBMISSIONS

Prior to the execution of the contract, the following items must be submitted:

- a. Minority, Female, Disabled Person Subcontractor Performance Plan (contract value greater than \$50,000) – Attachment D
- b. Offeror's Certification of Cost and Price (contract value greater than \$100,000) – Attachment E
- c. Certificate of Insurance (see Mandatory Insurance Requirements) - Attachment F  
Awardee must provide the applicable insurance coverage and all costs for this coverage must be calculated into your proposal price. These insurance requirements supersede those found in the Provision #21 of the General Conditions between County and Contractor and are applicable to any contract executed as a result of this solicitation.
- d. If this solicitation is subject to the Wage Requirements Law (see page 1), then the offeror must submit a Certification of posting a Wage Requirements notice.

## SECTION G - COMPENSATION

The contractor will be paid on a monthly basis within 30 days of submission of an acceptable and proper invoice, approved by the County. **The County will not pay any costs for travel, lodging or meals.**

## SECTION H - CONTRACT ADMINISTRATOR

### 1. AUTHORITY

The Director, Department of General Services, is the delegated contracting officer. Therefore, the Director, Department of General Services, must approve amendments, modifications, or changes to the terms, conditions, or minority, female, and disabled subcontractor plans in writing.

### 2. Using Department

The Contract Administrator for any contract(s) resulting from this solicitation will be Emil Wolanin at (240) 777-2190.

The Contract Administrator's duties include, but are not limited to the following:

1. Serve as liaison between the County and Contractor;
2. Give direction to the Contractor to ensure satisfactory and complete performance;
3. Monitor and inspect the Contractor's performance to ensure acceptable timeliness and quality;
4. Serve as Records Custodian for this contract, including Wage Requirements;
5. Accept or reject the contractor's performance;
6. Furnish timely written notice of the contractor's performance failures to the Director, Department of General Services and to the County Attorney, as appropriate;
7. Prepare required reports;
8. Approve or reject invoices for payment;
9. Recommend contract modifications or terminations to the Director, Department of General Services;
10. Issue notices to proceed; and
11. Monitor and verify compliance with any MFD Performance Plan.

## SECTION I - ETHICS

As a result of being awarded this contract the successful contractor may be ineligible for the award of related contracts. Montgomery County Code Sections 11B-52 (b) and (c) state:

A contractor providing an analysis or recommendation to the County concerning a particular matter must not, without first obtaining the written consent of the Chief Administrative Officer:

- (1) Assist
  - (a) another party in the matter; or
  - (b) another person if the person has a direct and substantial interest in the matter; or
- (2) Seek or obtain an economic benefit from the matter in addition to payment to the contractor by the County.

**ATTACHMENT A****REFERENCES**

(must submit at least three)

You are requested to provide references to the County with your proposal. The three (3) references must be from individuals or firms currently being serviced or supplied under similar contracts, or for whom work of a similar scope has been performed within the last year. Names for references shall be of individuals who directly supervised or had direct knowledge of the services or goods provided. Failure of an offeror to provide the County with references within the time frame as stated herein may result in the offeror being considered non-responsible.

NAME OF

FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ PHONE: \_\_\_\_\_

NAME OF

FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ PHONE: \_\_\_\_\_

NAME OF

FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ PHONE: \_\_\_\_\_

**ATTACHMENT B**

**METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS RIDER CLAUSE**  
**USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF**  
**GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.**

- A. If authorized by the offeror(s), resultant contract(s) will be extended to any or all of the listed members as designated by the offeror to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contract(s) will place its own order(s) directly with the successful Contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- C. A negative reply will not adversely affect consideration of your proposal.
- D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

**In pricing section of contract:**OFFEROR'S AUTHORIZATION TO EXTEND CONTRACT:

<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>	<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>
_____	_____	Alexandria, Virginia	_____	_____	Manassas Park, Virginia
_____	_____	Alexandria Public Schools	_____	_____	Maryland-National Capital Park & Planning
_____	_____	Alexandria Sanitation Authority	_____	_____	Commission
_____	_____	Arlington County, Virginia	_____	_____	Metropolitan Washington Airports Authority
_____	_____	Arlington County Public Schools	_____	_____	Metropolitan Washington Council of
_____	_____	Bladensburg, Maryland	_____	_____	Governments
_____	_____	Bowie, Maryland	_____	_____	Montgomery College
_____	_____	Charles County Public Schools	_____	_____	Montgomery County, Maryland
_____	_____	College Park, Maryland	_____	_____	Montgomery County Public Schools
_____	_____	Culpeper County, Virginia	_____	_____	Northern Virginia Community College
_____	_____	District of Columbia	_____	_____	OmniRide
_____	_____	District of Columbia Courts	_____	_____	Potomac & Rappahannock Transportation
_____	_____	District of Columbia Public Schools	_____	_____	Commission
_____	_____	District of Columbia Water & Sewer	_____	_____	Prince George's County, Maryland
_____	_____	Authority	_____	_____	Prince George's County Public Schools
_____	_____	Fairfax, Virginia	_____	_____	Prince William County, Virginia
_____	_____	Fairfax County, Virginia	_____	_____	Prince William County Public Schools
_____	_____	Fairfax County Water Authority	_____	_____	Prince William County Service
_____	_____	Falls Church, Virginia	_____	_____	Authority
_____	_____	Fauquier County Schools & Government,	_____	_____	Rockville, Maryland
_____	_____	Virginia	_____	_____	Spotsylvania County Schools
_____	_____	Frederick, Maryland	_____	_____	Stafford County, Virginia
_____	_____	Frederick County, Maryland	_____	_____	Takoma Park, Maryland
_____	_____	Gaithersburg, Maryland	_____	_____	Upper Occoquan Sewage Authority
_____	_____	Greenbelt, Maryland	_____	_____	Vienna, Virginia
_____	_____	Herndon, Virginia	_____	_____	Virginia Railway Express
_____	_____	Leesburg, Virginia	_____	_____	Washington Metropolitan Area Transit
_____	_____	Loudoun County, Virginia	_____	_____	Authority
_____	_____	Loudoun County Public Schools	_____	_____	Washington Suburban Sanitary Commission
_____	_____	Loudoun County Sanitation Authority	_____	_____	Winchester, Virginia
_____	_____	Manassas, Virginia	_____	_____	Winchester Public Schools
_____	_____	City of Manassas Public Schools	_____	_____	

---

 Vendor's Name

**Minority Business Program & Offeror's Representation**

It is the policy of the County to recruit actively, minority-owned businesses to provide goods and services to perform governmental functions pursuant to Section 11B-57 of the County Code. Minority-owned businesses are described in County law as Minority/Female/Disabled Person-owned businesses (MFD). MFD businesses include certain non-profit entities organized to promote the interests of persons with a disability demonstrating (on a contract by contract basis) that at least 51% of the persons used by the non-profit entity to perform the services or manufacture the goods contracted for by the County, are persons with a disability. MFD firms also include those firms that are 51% owned, controlled and managed by one or more members of a socially or economically disadvantaged minority group, which include African Americans who are not of Hispanic origin, Hispanic Americans, Native Americans, Asian Americans, Women and Mentally or Physically Disabled Persons.

Section 7 – “Minority Contracting” Montgomery County Procurement Regulations specifies the procedure to be followed and will govern the evaluation of offers received pursuant to this solicitation. A copy of Section 7 of the Procurement Regulations is available upon request.

Prior to awarding contracts with a value of \$50,000 or more, a prospective Contractor (who is not a certified MFD firm) must demonstrate that a minimum percentage of the overall contract value as set by the County, will be subcontracted to certified MFD businesses. A decision as to whether the prospective Contractor has demonstrated a good faith effort to meet this subcontracting requirement will be made by the Director, Department of General Services or his/her designee, who may waive this requirement.

A sample of the MFD Report of Payment Received is attached. This form is mailed to the MFD Subcontractor to complete for documentation of payment by the Prime contractor. It is not to be completed by the Prime contractor nor submitted with the MFD Subcontractor Performance Plan.

The Director, Department of General Services or his /her designee determines whether a waiver of MFD subcontracting would be appropriate, under Section 7.3.3.5 of the Procurement Regulations.

For further information regarding the MFD Business Program, please contact the MFD Program, Office of Business Relations and Compliance, at (240) 777-9912.

---

Offerors are encouraged (but not required) to complete the following:

I hereby represent that this is a Minority Business firm as indicated below (CIRCLE ONE):

AFRICAN AMERICAN	ASIAN AMERICAN	DISABLED PERSON
FEMALE	HISPANIC AMERICAN	NATIVE AMERICAN

Attach one of the following certification documents from: Maryland Department of Transportation (MDOT); Virginia Small, Women & Minority-Owned Business: Federal SBA 8(a); MD/DC Minority Supplier Development Council, Women's Business Enterprise National Council; or City of Baltimore.





**Montgomery County MFD Report of Payments Received For Office Use  
Office of Business Relations and Compliance**

**SAMPLE ONLY! NOT TO BE USED BY PRIME**

MFD Subcontractor Company Name: \_\_\_\_\_

Prime Contractor Company Name: \_\_\_\_\_

Contract Number/Title: \_\_\_\_\_

Project Location: \_\_\_\_\_

MFD Subcontract Amount: \$ \_\_\_\_\_

PLEASE READ CAREFULLY BEFORE SIGNING

This certifies that for the month of \_\_\_\_\_, my company received \$ \_\_\_\_\_ for work performed, services rendered and/or materials supplied on the above contract.

TOTAL AMOUNT OF SUBMITTED INVOICES TO

DATE: \$ \_\_\_\_\_

TOTAL PAYMENTS RECEIVED TO DATE: \$ \_\_\_\_\_

Are you experiencing any contract problems with the prime contractor and/or the project? YES ☐ NO ☐

Comments: \_\_\_\_\_

I certify that the above information is true and accurate to the best of my record documentation and knowledge.

\_\_\_\_\_  
(TYPED/PRINTED COMPANY NAME)

\_\_\_\_\_  
(TYPED/PRINTED NAME OF COMPANY OFFICIAL)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(SIGNATURE OF COMPANY OFFICIAL)

\_\_\_\_\_  
(DATE)

( ) - ( )  
TELEPHONE FAX E-MAIL

Mail to: Alvin Boss, Program  
Specialist II  
255 Rockville Pike, Ste. 180  
Rockville, MD 20850

## **ATTACHMENT D**

Minority-Owned Business Addendum to the General Conditions of Contract Between County and Contractor, and its companion document “Minority, Female, Disabled Person Subcontractor Performance Plan”.

- A. This contract is subject to the Montgomery County Code and the Montgomery County Procurement Regulations regarding participation in the Minority-Female-Disabled Person (MFD) procurement program.
- B. Contractor must subcontract a percentage of the total dollar value of the contract, including all modifications and renewals, to certified minority owned businesses. The MFD subcontracting goal may be waived under appropriate circumstances by submission of a letter to the Office of Business Relations and Compliance. The letter must explain why a waiver is appropriate. The Director, Department of General Services or designee may waive, in whole or in part, the MFD subcontracting goal if the Director determines that a waiver is appropriate under Section 7.3.3.5 of the Montgomery County Procurement Regulations. In determining if a waiver should be granted, the Director may require the Contractor to submit additional information; the Director may require the Contractor to submit some or all of this information on forms approved by the Director.
- C. The attached MFD Subcontractor Performance Plan, which must be approved by the Director, is an integral part of the contract between County and Contractor. In a multi-term contract, Contractor must submit a MFD Subcontract Performance Plan to be in effect for the life of the contract, including any renewal or modification.
- D. Contractor must include in each subcontract with a minority owned business a provision that requires the use of binding arbitration with a neutral arbitrator to resolve disputes between the Contractor and the minority owned business subcontractor. This arbitration provision must describe how the cost of dispute resolution will be apportioned; the apportionment must not, in the judgment of the Director, attempt to penalize a minority owned business subcontractor for filing an arbitration claim.
- E. County approval of the MFD Subcontractor Performance Plan does not create a contractual relationship between the County and the minority owned business subcontractor.
- F. Contractor must notify and obtain prior written approval from the Director regarding any change in the MFD Subcontractor Performance Plan.
- G. Before receiving final payment under this contract, Contractor must submit documentation showing compliance with the MFD Subcontracting Performance Plan. Documentation may include, at the direction of the Director, invoices, copies of subcontracts with minority owned businesses, cancelled checks, affidavits executed by minority owned business subcontractors, waivers, and arbitration decisions. The Director may require Contractor to submit periodic reports on a form approved by the Director. The Director may conduct an on-site inspection for the purpose of determining compliance with the MFD Subcontractor Performance Plan. If this is a multi-term contract, final payment means the final payment due for performance rendered for each term of the contract.
- H. If the Contractor fails to submit documentation demonstrating compliance with the MFD Subcontractor Performance Plan, to the satisfaction of the Director, after considering relevant waivers and arbitration decisions, the Contractor is in breach of this contract. In the event of a breach of contract under this addendum, the Contractor must pay to the County liquidated damages equal to the difference between all amounts the Contractor has agreed under its Plan to pay minority owned business subcontractors and all amounts actually paid minority owned business subcontractors with appropriate credit given for any relevant waiver or arbitration decision. Contractor and County acknowledge that damages which would result to the County as a result of a breach under this addendum are difficult to ascertain, and that the liquidated damages provided for in this addendum are fair and reasonable in estimating the damage to the County of a breach of this addendum by Contractor. In addition, the County may terminate the contract. As the result of a breach under this addendum, the Director, Department of General Services, must find the Contractor non-responsible for purposes of future procurement with the County for the ensuing three years.

MINORITY, FEMALE, DISABLED PERSON SUBCONTRACTOR  
PERFORMANCE PLAN

Contractor's

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_

CONTRACT NUMBER/PROJECT DESCRIPTION: \_\_\_\_\_

- A. Individual designated assigned by Contractor to monitor ensure Contractor's compliance with MFD Subcontractor Performance Plan:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_

- B. This Plan covers the life of the contract from contract execution through the final contract expiration date.
- C. The percentage of total contract dollars, including modifications and renewals, to be paid to all certified minority owned business subcontractors, is \_\_\_\_\_% of the total dollars awarded to Contractor.
- D. Each of the following certified minority owned businesses will be paid the percentage of total contract dollars indicated below as a subcontractor under the contract.

I hereby certify that the business (es) listed below are certified by one of the following: Maryland Department of Transportation (MDOT); Virginia Small, Woman and Minority Owned Business (SWAM); Federal SBA (8A); MD/DC Minority Supplier Development Council (MSDC); Women's Business Enterprise National Council (WBENC); or City of Baltimore.

A Certification Letter must be attached.

For assistance, call 240-777-9912.

1. Certified by: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor: \_\_\_\_\_

This subcontractor will provide the following goods and/or services:

2. Certified by:

Subcontractor Name:

Title:

Address:

City:

State:

Zip:

Phone Number:

Fax Number:

Email:

CONTACT PERSON:

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor:

This subcontractor will provide the following goods and/or services:

3. Certified by:

Subcontractor Name:

Title:

Address:

City:

State:

Zip:

Phone Number:

Fax Number:

Email:

CONTACT PERSON:

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor:

This subcontractor will provide the following goods and/or services:

4. Certified By:

Subcontractor Name:

Title:

Address:

City:

State:

Zip:

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor: \_\_\_\_\_

This subcontractor will provide the following goods and/or services: \_\_\_\_\_

E. The following language will be inserted in each subcontract with a certified minority owned business listed in D above, regarding the use of binding arbitration with a neutral arbitrator to resolve disputes with the minority owned business subcontractor; the language must describe how the costs of dispute resolution will be apportioned:

F. Provide a statement below, or on a separate sheet summarizing maximum good faith efforts achieved, and/or the intent to increase minority participation through out the life of the contract. or the basis for a full waiver request:

G. A full waiver request must be justified and attached.

Full Waiver Approved:

Partial Waiver Approved:

\_\_\_\_\_  
MFD Program Officer

Date: \_\_\_\_\_

\_\_\_\_\_  
MFD Program Officer

Date: \_\_\_\_\_

Full Waiver Approved:

Partial Waiver Approved:

\_\_\_\_\_  
Director  
Department of General Services

Date: \_\_\_\_\_

\_\_\_\_\_  
Director  
Department of General Services

Date: \_\_\_\_\_

The Contractor submits this MFD Subcontractor Performance Plan (Plan Modification No. \_\_\_\_\_) in accordance with the Minority Owned Business Addendum to General Conditions of Contract between County and Contractor.

CONTRACTOR SIGNATURE

USE ONE:

1. TYPE CONTRACTOR'S NAME: \_\_\_\_\_

---

Signature

---

Typed Name

---

Date

2. TYPE CORPORATE CONTRACTOR'S NAME: \_\_\_\_\_

---

Signature

---

Typed Name

---

Date

I hereby affirm that the above named person is a corporate officer or a designee empowered to sign contractual agreements for the corporation.

---

Signature

---

Typed Name

---

Title

---

Date

APPROVED:

---

Director, Department of General Services

---

Date

Section 7.3.3.4(a) of the Procurement Regulations requires:

The Contractor to notify the Director, Department of General Services of any proposed change to the Subcontractor Performance Plan.

**ATTACHMENT E**

**OFFEROR'S CERTIFICATION OF COST AND PRICE**

The Director, Department of General Services, has the authority to require that contract cost and pricing principles are followed. Cost and Pricing Data must be submitted by offerors or contractors in the attached format prior to the execution of any contract or contract amendment based on the following:

1. A competitively negotiated contract valued at more than \$100,000.
2. A non-competitive contract valued at more than \$50,000.
3. Any contract modification for which the price adjustment is expected to exceed \$50,000, except contract modifications that are fully in accordance with the terms and conditions of the contract.
4. Any other contracts or contracts modification, as may be required by the CAO or Director.

**OFFEROR'S CERTIFICATION**

This cost proposal reflects our best estimates and/or actual costs as of this date and conforms to the cost exhibits and schedules provided by the County's Office of Procurement. By submitting this proposal, the offeror grants the contracting officer or an authorized representative the right to examine, as the basis for pricing that will permit an adequate evaluation of the proposed price, books, records, documents, and other types of factual information, if specifically referenced or included in the cost proposal.

The offeror also agrees that the price to the County, including profit or fee, may, at the option of the County, be adjusted to reduce the price to the County to the extent that the price was based on inaccurate, incomplete, or non-current data supplied by the offeror.

---

Name

---

Title

---

Name of Firm

---

Date of Submission

---

Signature of Authorized Representative

## **COST AND PRICE REQUIREMENTS**

By submitting your proposal, you, if selected for negotiation, grant the Contracting Officer or an authorized representative the right to examine those books, records, documents and any other supporting data that will permit adequate evaluation of the proposed price. This right may be exercised at any time prior to award of a contract. The Montgomery County Government may utilize an independent contractor for cost and price analysis or to examine your books and records.

The Cost/price for any resultant contract will be negotiated on the basis of the successful offeror's normal estimating and/or accounting system or the system set forth in Cost Accounting Standards Board Disclosure Statement as required by Public Law 100-679.

Prior to contract execution, the intended awardee may be required to provide the following information;

- A. Latest and previous year's financial statement or profit and loss statement.
- B. Burdened rate verification detailing the composition and value of the elements of Fringe Benefits, Overhead, General and Administrative Overhead, Profit or Fee.



## ATTACHMENT F

### MANDATORY INSURANCE REQUIREMENTS

Prior to the execution of the contract by the County, the proposed awardee must obtain at their own cost and expense the following insurance with an insurance company/companies licensed to do business in the State of Maryland and acceptable to the Division of Risk Management. This insurance must be kept in full force and effect during the term of this contract, including all extensions. The insurance must be evidenced by a certificate of insurance, and if requested by the County, the proposed awardee/Contractor shall provide a copy of the insurance policies. The Contractor's insurance shall be primary.

#### Commercial General Liability

A minimum limit of liability of ***two million dollars (\$2,000,000)***, combined single limit, for bodily injury and property damage coverage per occurrence including the following coverages:

- Contractual Liability

- Premises and Operations

- Independent Contractors

- Products and Completed Operations during and for two years following completion of the work.

#### Professional Liability

Professional liability insurance covering errors and omissions and negligent acts committed during the period of contractual relationship with the County with a limit of liability of at least ***two million dollars (\$2,000,000)*** per claim and aggregate and a maximum deductible of \$150,000 (if self insuring financials must be approved by Risk Management. Contractor/proposer agrees to carry this amount for one year after completion of its services under this Agreement.

#### Automobile Liability Coverage

A minimum limit of liability of ***one million dollars (\$1,000,000)***, combined single limit, for bodily injury and property damage coverage per occurrence including the following:

- owned automobiles

- hired automobiles

- non-owned automobiles

#### Workers' Compensation/Employer's Liability

Meeting all statutory requirements of the State of Maryland Law and with the following minimum Employers' Liability limits:

- Bodily Injury by Accident - \$100,000 each accident***

- Bodily Injury by Disease - \$500,000 policy limits***

- Bodily Injury by Disease - \$100,000 each employee***

#### Additional Insured

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods and services provided under this contract.

#### Policy Cancellation

Thirty (30) days written notice of cancellation or material change of any of the policies is required.

#### Certificate Holder

Montgomery County, Maryland

DOT / Traffic Engineering/Operations

Attn. Teresa Mongelli

100 Edison Park Drive, 4<sup>th</sup> floor

Gaithersburg, Maryland 20878

**ATTACHMENT G****Wage Requirements for Services Contract Addendum to the General Conditions of Contract Between County and Contractor**

- A. This contract is subject to the wage requirements of Section 11B-33A of the Montgomery County Code. A County contract for the procurement of services must require the contractor and any of its subcontractors to comply with the wage requirements of this Section, subject to exceptions from coverage for particular contractors noted in 11B-33A(b) and for particular employees noted in 11B-33A(f).
- B. Conflicting requirements (11B-33A(g)): If any federal, state, or County law or regulation requires payment of a higher wage, that law or regulation controls. If any applicable collective bargaining agreement requires payment of a higher wage, that agreement controls.
- C. Nonprofit organizations who are exempt from the wage requirements under 11B-33A must specify the wage the organization intends to pay to those employees who will perform direct, measurable work under the contract, and any health insurance the organization intends to provide to those employees.
- D. A contractor must not split or subdivide a contract, pay an employee through a third party, or treat an employee as a subcontractor or independent contractor, to avoid the imposition of any requirements in 11B-33A.
- E. Each contractor and subcontractor covered under 11B-33A must: certify that it is aware of and will comply with the applicable wage requirements; keep and submit any verifiable records necessary to show compliance; and conspicuously post notices, approved and/or supplied by the County, informing employees of the wage requirements.
- F. An employer must comply with Section 11B-33A during the initial term of the contract and all subsequent renewal periods and must pay an increase adjustment in this wage rate, if any, automatically effective July 1 of each year. The County will adjust the wage rate by the annual average increase in the Consumer Price Index for all urban consumers for the Washington-Baltimore metropolitan area, or successor index, for the previous calendar year and must calculate the adjustment to the nearest multiple of 5 cents.
- G. An employer must not discharge or otherwise retaliate against an employee for asserting any right or filing a complaint of a violation, under the wage requirements.
- H. The sanctions under Section 11B-33(b), that apply to noncompliance with nondiscrimination requirements, apply with equal force and scope to noncompliance with the wage requirements under 11B-33A.
- I. The County may assess liquidated damages for any noncompliance by contractor with the Section 11B-33A wage requirements at the rate of 1% per day of the total contract amount, or for a requirements contract, the estimated annual contract value, for each day of the violation. This liquidated damages amount includes the amount of any unpaid wages, with interest. In the event of a breach of contract under this paragraph, the Contractor must pay to the County liquidated damages noted above, in addition to any other remedies available to the County. Contractor and County acknowledge that damages that would result to the County as a result of a breach under this paragraph are difficult to ascertain, and that the liquidated damages provided for in this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by Contractor. In addition, the contractor is jointly and severally liable for any noncompliance by a subcontractor. Furthermore, Contractor agrees that an aggrieved employee, as a third-party beneficiary, may by civil action enforce the payment of wages due under the Section 11B-33A wage requirements and recover from Contractor any unpaid wages with interest, a reasonable attorney's fee, and damages for any retaliation for asserting any right or claim under the 11B-33A wage requirements.
- J. The Director may conduct random audits to assure compliance with Section 11B-33A. The Director may conduct an on-site inspection(s) for the purpose of determining compliance.
- K. If the Contractor fails, upon request by the Director, to submit documentation demonstrating compliance with Section 11B-33A to the satisfaction of the Director, the Contractor is in breach of this contract. In the event of a breach of contract under this paragraph, upon request by the County, the Contractor must pay to the County liquidated damages noted in paragraph I. above, in addition to any other remedies available to the County. Contractor and County acknowledge that damages that would result to the County as a result of a breach under this paragraph are difficult to ascertain, and that the liquidated damages provided for in this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by Contractor.

**Wage Requirements Certification**  
(Montgomery County Code, Section 11B-33A)

Business Name					
Address					
City		State		Zip Code	
Phone Number		Fax Number			
E-Mail Address					

Please provide in the spaces below the contact name and information of the individual designated by your firm to monitor your compliance with the County's wage requirements, unless exempt under Section 11B-33A (b) (see section B. below):

Contact Name			Title	
Phone Number		Fax Number		
E-mail Address				

YOU MUST MARK ☒ ALL BOXES BELOW that apply in the event that you, as an "Offeror," are awarded the contract and become a "Contractor":

☐ A. Wage Requirements Compliance

This Contractor as a "covered employer" will comply with the requirements under Section 11B-33A, Wage Requirements. Contractor and its subcontractors will pay all employees not exempt under the wage requirements, and who perform direct measurable work for the County, the wage requirements effective at the time the work is performed. The proposal price(s) submitted under this solicitation include(s) sufficient funds to meet the wage requirements. A "covered employer" must quarterly (January, April, July and October for the prior quarter) submit certified payroll records for all employees, and any subcontractor employees, governed by the Wage Requirements Law, for each payroll period to the Office of Business Relations and Compliance, Attn: Wage Program Manager. These payroll records must include the following: name; address; position/title; daily straight time hours worked; daily overtime hours worked; straight time hourly pay rate; overtime hourly pay rate; any deduction for health insurance; total gross wages paid for each period; and total net wages paid after any additions and deductions for each pay period.

☐ B. Exemption Status (if applicable)

This Contractor is exempt from 11B-33A, "Wage Requirements," because it is:

- ☐ 1. Reserved [Intentionally left blank].
- ☐ 2. a contractor who, at the time a contract is signed: has received less than \$50,000 from the County in the most recent 12-month period; and will be entitled to receive less than \$50,000 from the County under that contract in the next 12-month period. Section 11B-33A (b) (2).
- ☐ 3. a contract with a public entity. Section 11B-33A (b) (3).

- ☐ 4. a contract with a nonprofit organization that has qualified for an exemption from federal income taxes under Section 501(c) (3) of the Internal Revenue Code. Section 11B-33A (b) (4) (**must complete item C below**).
- ☐ 5. an employer to the extent that the employer is expressly precluded from complying with this Section by the terms of any federal or state law, contract, or grant. Section 11B-33A (b) (8) (**must specify the law, or furnish a copy of the contract or grant**).

☐ C. Nonprofit Wage & Health Information

This Contractor is a Nonprofit organization that is exempt from coverage under Section 11B-33A (b) (4). Accordingly, the contractor has completed the 501(c) (3) Nonprofit Organization's Employee's Wage and Health Insurance Form which is attached. See Section 11B-33A(c) (2).

☐ D. Nonprofit's Comparison Price(s) (if desired)

This Contractor is a Nonprofit organization that is opting to pay its covered employees the hourly rate specified in the wage requirements. Accordingly, Contractor is duplicating the blank quotation sheet on which it is submitting its price(s) in the IFB, and is submitting on this duplicate form its price(s) to the County had it not opted to pay its employees the hourly rate specified in the wage requirements. For bid evaluation purposes, this price(s) will be compared to price(s) of another Nonprofit organization(s) that is paying its employees an amount consistent with its exemption from paying the hourly rate under the wage requirements. This revised information on the duplicate quotation sheet must be clearly marked as your Nonprofit organization comparison price(s). In order to compare your price(s), the revised information on the duplicate quotation sheet must be submitted with your bid, must show how the difference between your price(s) and your Nonprofit organization comparison price(s) was calculated, and will not be accepted after the bid opening date. See Section 11B-33A(c) (2).

☐ E. Wage Requirements Reduction (if applicable)

This Contractor is a "covered employer", and it desires to reduce its hourly rate paid under the wage requirements by an amount equal to, or less than, the per employee hourly cost of the employer's share of the health insurance premium. Contractor certifies that the per employee hourly cost of the employer's share of the premium for that insurance is: \$ \_\_\_\_\_. See Section 11B-33A(d).

**Contractor Certification**

CONTRACTOR SIGNATURE: Contractor submits this certification form in accordance with Section 11B-33A of the Montgomery County Code. Contractor certifies that it, and any and all of its subcontractors that perform services under the resultant contract with the County, adheres to Section 11B-33A of the Montgomery County Code.

Authorized Signature		Title of Authorized Person	
Typed or printed name		Date	

**501(c) (3) Nonprofit Organization's Employee's  
Wage and Health Insurance Form**

Business Name					
Address					
City		State		Zip Code	
Phone Number		Fax Number			
E-Mail Address					

Please provide below the employee labor category of all employee(s) who will perform direct measurable work under this contract, the hourly wage the organization pays for that employee labor category, and any health insurance the organization intends to provide for that employee labor category:

Employee Labor Category	Wage per Hour	Name of Health Insurance Provider(s) and Plan Name* (e.g. ABC Insurer, Inc. , HMO Medical and Dental)

**NOTE:** IF NO HEALTH INSURANCE PLAN IS PROVIDED PLEASE STATE "NONE".

**ATTACHMENT H****Prevailing Wage Requirements for Construction Contract Addendum  
to the General Conditions of Contract between County and Contractor**

The Contractor and all Subcontractors must comply with the Prevailing Wage Law contained in Chapters 11B-33C and 20-75 of the Montgomery County Code. Prevailing wage means the wage rate paid by employers that is determined by a governmental authority, based upon a particular geographic area, for a given class of labor and type of project. The purpose of a prevailing wage is to ensure that construction workers who work on public works contracts are paid the going rate for their services. The prevailing wage rates are established by the State of Maryland and apply to all of the Contractor's employees and any and all Subcontractors. The Contractor and all Subcontractors must comply with all of the requirements of the Prevailing Wage Law including, but not limited to, the following:

1. Pay employees the prescribed rate as annually established by the State of Maryland Commissioner of Labor and Industry; the prevailing wage rates in effect on the date a solicitation is issued will apply throughout the term of a contract resulting from that solicitation.
2. Pay employees overtime for work more than 10 hours in any single day, work more than 40 hours in a work week, or work on Sunday or legal holiday;
3. Classify employees in their proper work classification in conformance with the schedule established by the State of Maryland Commissioner of Labor and Industry;
4. Electronically submit payroll records through [www.LCPTTracker.net](http://www.LCPTTracker.net), within 14 days after the end of each payroll period, to verify that Prevailing Wage rates have been paid to employees. The payroll records must include the following:
  - A. The name, address and telephone number of the Contractor or Subcontractor;
  - B. The name and location of the job;
  - C. Each employee's:
    - a. Name;
    - b. Current address unless previously reported;
    - c. Specific work classification;
    - d. Daily straight time and overtime hours;
    - e. Total straight time and overtime hours for the payroll period;
    - f. Rate of pay;
    - g. Fringe benefits by type and amount;
    - h. Gross wages.
5. If a Contractor or any Subcontractors are late in submitting copies of any payroll records required to be submitted under the Prevailing Wage Law, the County may deem Contractor's invoice(s) submitted to the County for payment unacceptable until the Contractor and Subcontractors provide the required records; and, the County may postpone processing payments otherwise due under the Contract or under an agreement to finance the Contract;
6. The Contractor and all Subcontractors must retain all payroll records for a period not less than five (5) years after the Work is completed;
7. The County may inspect the payroll records at any reasonable time and as often as it deems necessary;
8. The County may perform random or regular audits and investigate any complaint of a violation of the Prevailing Wage Law;
9. In the event the County determines that a provision of the Prevailing Wage Law has been violated, the County may withhold payment to the Contractor in an amount sufficient to pay each employee of the Contractor or any Subcontractors the full amount of wages due under the Prevailing Wage Law, and an amount sufficient to satisfy a liability of a Contractor or any Subcontractors for liquidated damages as provided under the Prevailing Wage Law, pending a final decision on the violation by the County;
10. Contractor may appeal a written decision of the Director, Department of General Services, that the Contractor violated a provision of the Prevailing Wage Law to the Chief Administrative Officer ("CAO"), within ten (10) days after receiving a copy of the decision. The CAO must designate a hearing officer to conduct a hearing upon receipt of a timely appeal. If the Contractor does

not appeal a written decision within ten (10) days after receipt, the decision of the Director, Department of General Services, becomes final and binding;

11. Contractor and all Subcontractors must not discharge, or otherwise retaliate against, an employee for asserting any right under the Prevailing Wage Law or for filing a complaint of a violation;
12. An aggrieved employee is a third-party beneficiary of this Contract and the employee may by civil action recover the difference between the prevailing wage for the type of work performed and the amount actually received, with interest and a reasonable attorney's fee; and
13. Each Contract subject to the Prevailing Wage Law may specify the payment of liquidated damages to the County by the Contractor and any Subcontractors for any noncompliance with the Prevailing Wage Law. Liquidated damages are: \$10 for each calendar day that the payroll records are late; \$20 per day for each day that an employee is misclassified; and \$50 per violation of the requirement to post the prevailing wage rates at the work site.

## ATTACHMENT I

## FEE SCHEDULE

## THIS LIST MUST BE SUBMITTED WITH EACH GROUP

NAME OF OFFEROR: \_\_\_\_\_

The list must include the hourly rates of all professional, technical and support staff who will be assigned to the Contract. The hourly rates must be fully burdened to include any and all costs for overhead, benefits, profits, etc. The hourly rates are to be inclusive of all costs incurred by the Contractor, such as travel, lodging, meals, and other miscellaneous expenses.

<b><u>Offeror's Team Labor Categories</u></b>	<b><u>Hourly Rates</u></b>
Principal	\$_____
Administrative Position	\$_____
Project/Program Manager	\$_____
Supervisor	\$_____
Senior Engineer	\$_____
Engineer	\$_____
Junior Engineer	\$_____
Chief, Signal Designer	\$_____
Signal Designer	\$_____
Assistant Signal Designer	\$_____
CADD Technician	\$_____
Senior Engineering Technician	\$_____
Traffic Engineering Inspector	\$_____
Engineering Technician 2	\$_____
Engineering Technician 1	\$_____
Clerical	\$_____



**FEE SCHEDULE****THIS LIST MUST BE SUBMITTED FOR EACH SUBCONTRACTOR WITH EACH GROUP**

NAME OF SUBCONTRACTOR: \_\_\_\_\_

The list must include the hourly rates of all professional, technical and support staff who will be assigned to the Contract. The hourly rates must be fully burdened to include any and all costs for overhead, benefits, profits, etc. The hourly rates are to be inclusive of all costs incurred, such as travel, lodging, meals, and other miscellaneous expenses..

<b><u>Subcontractor's Team Labor Categories</u></b>	<b><u>Hourly Rates</u></b>
Principal	\$_____
Administrative Position	\$_____
Project/Program Manager	\$_____
Supervisor	\$_____
Senior Engineer	\$_____
Engineer	\$_____
Junior Engineer	\$_____
Chief, Signal Designer	\$_____
Signal Designer	\$_____
Assistant Signal Designer	\$_____
CADD Technician	\$_____
Senior Engineering Technician	\$_____
Traffic Engineering Inspector	\$_____
Engineering Technician 2	\$_____
Engineering Technician 1	\$_____
Clerical	\$_____

**ATTACHMENT J**

**PREFERENCE SHEET**

In the event that the Offeror is the highest ranked offeror for more than one Group, the Offeror will be awarded the Group in the order of preference listed below. Example: Company A is the highest ranked offeror for Group I, II, and IV. The Preference Sheet submitted by the Company A lists Group II as the first preference, Group III as the second, Group I as the third, and Group IV as the fourth. Therefore, Company A will be awarded Group II. Company B is the second highest ranked offeror for Groups II and IV. The Preference Sheet submitted by Company B lists Group II as the first preference, Group IV as the second, Group I as the third, and Group III as the fourth. Because the highest ranked offeror (Company A) was selected for Group II, Company B will be selected for Group IV.

GROUP I \_\_\_\_\_

GROUP II \_\_\_\_\_

GROUP III \_\_\_\_\_

GROUP IV \_\_\_\_\_